

U. S. 89/2: M 56/3/975

**NOMINATION OF THOMAS J. MESKILL
TO BE UNITED STATES CIRCUIT JUDGE**

HEARINGS
BEFORE A SUBCOMMITTEE OF THE
COMMITTEE ON THE JUDICIARY
UNITED STATES SENATE
NINETY-FOURTH CONGRESS

FIRST SESSION
ON
NOMINATION OF
THOMAS J. MESKILL, OF CONNECTICUT, TO BE UNITED
STATES CIRCUIT JUDGE, SECOND CIRCUIT

JANUARY 23 AND 24 AND MARCH 5 AND 6, 1975

Printed for the use of the Committee on the Judiciary



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(II)

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U. S. SENATE
COMMITTEE ON THE
JUDICIARY
WASHINGTON, D.C.

The subcommittee met, pursuant to notice, at 10:30 a.m., on March 22, 1975, Indian Senate Office Building, Senator Quentin N. Burdick presiding.

Present: Senators Burdick, McClellan, Tammey, Scott of Pennsylvania, and Hruska.

Also present: Francis C. Rosenberger of the committee staff.

Also present: Staff members representing Senators: Dennis C. Tassie (Senator McClellan), Burton Weber (Senator Hart), Thomas Sweeney (Senator Kennedy), J. William Beckman, Jr. (Senator Bayh), William J. Weller (Senator Burdick), Jane L. Frank (Senator Tammey), Dennis Unkovic (Senator Scott of Pennsylvania), C. W. (Clancy) Rodgers (Senator Hruska).

Senator Burdick: Before calling our first witness, on behalf of the ad hoc subcommittee, I wish to announce that the subcommittee has received a request from several members of the Judiciary Committee that the cochairman and counsel of the Connecticut Legislature's Law-Enforcement Investigative Subcommittee be called as witnesses at this hearing.

[The request referred to follows:]

U.S. SENATE
WASHINGTON, D.C., January 28, 1975.

Hon. Dennis C. Tassie,
Chairman, Committee on the Judiciary,
U.S. Senate, Washington, D.C.

Dear Mr. Chairman: A routine fact finding on the appointment of Thomas J. Meskill as to be a Judge of the Court of Appeals of the United States was completed for January 22, 1975.

Because the date of the hearing will be prior to the release of a written report by the Law-Enforcement Subcommittee of the Connecticut Legislature, we request that the Committee invite the following witnesses in order to ensure that an adequate investigation of this matter is made prior to the Committee's action on the nomination.

State Senator Joseph L. Lomenzo, New Haven, Connecticut, Co-Chairman of the Subcommittee;

State Representative Edward Paul, Danbury, Connecticut, Co-Chairman of the Subcommittee;

Mr. William Pierce, Hartford, Connecticut, Counsel to the Subcommittee;

NOMINATION OF THOMAS J. MESKILL TO BE UNITED STATES CIRCUIT JUDGE

THURSDAY, JANUARY 23, 1975

U. S. SENATE,
SUBCOMMITTEE OF THE
COMMITTEE OF THE JUDICIARY,
Washington, D.C.

The subcommittee met, pursuant to notice, at 10:37 a.m., in room 2228, Dirksen Senate Office Building, Senator Quentin N. Burdick presiding.

Present: Senators Burdick, McClellan, Tunney, Scott of Pennsylvania, and Hruska.

Also present: Francis C. Rosenberger of the committee staff.

Also present: Staff members representing Senators: Dennis C. Thelen [Senator McClellan], Burton Wides [Senator Hart], Thomas Sussman [Senator Kennedy], J. William Heckman, Jr. [Senator Bayh], William J. Weller [Senator Burdick], Jane L. Frank [Senator Tunney], Dennis Unkovic [Senator Scott of Pennsylvania], C. W. (Quincy) Rodgers [Senator Mathias].

Senator BURDICK. Before calling our first witness, on behalf of this ad hoc subcommittee, I wish to announce that the subcommittee has received a request from several members of the Judiciary Committee that the cochairman and counsel of the Connecticut Legislature's Leasing Investigative Subcommittee be called as witnesses at this hearing.

[The request referred to follows:]

U.S. SENATE,
Washington, D.C., January 20, 1975.

HON. JAMES O. EASTLAND,
Chairman, Committee on the Judiciary,
U.S. Senate, Washington, D.C.

DEAR MR. CHAIRMAN: A confirmation hearing on the nomination of Thomas J. Meskill to be a Judge of the Court of Appeals of the Second Circuit has been scheduled for January 23, 1975.

Because the date of the hearing will be prior to the issuance of a written report by the Leasing Investigation Subcommittee of the Connecticut Legislature, we request that the Committee invite the following witnesses in order to assure that an adequate investigation of this matter is made prior to the Committee's acting on the nomination.

State Senator Joseph Leiberman, New Haven, Connecticut, Co-Chairman of the Subcommittee;

State Representative Richard Dice, Cheshire, Connecticut, Co-Chairman of the Subcommittee;

Mr. William Shure, Hartford, Connecticut, Counsel to the Subcommittee;

State Senator George Gunther, Stratford, Connecticut; and, Mr. John Doyle, Hartford, Connecticut, Former Aide to Governor Meskill.

Each of the foregoing will be able to supply to the Committee verification of factual information given to the Connecticut Legislature Subcommittee as that information bears upon the actions of Governor Meskill while serving as Governor of the State of Connecticut.

With kind regards,

Sincerely,

PHILIP A. HART,
JOHN V. TUNNEY,
QUENTIN N. BURDICK,
U.S. Senators.

Senator BURDICK. It appears that the presence of those witnesses was requested because this hearing on the nomination of Governor Meskill is scheduled prior to the Connecticut Legislature's subcommittee's completing the report on its assigned task. This ad hoc subcommittee is aware of the fact that under the date of January 7, 1975, the Connecticut Legislature's subcommittee issued a report discussing various phases of its investigation and in that report that subcommittee stated that on or about February 1, 1975, it would issue an appendix to its report which would contain factual information bearing upon some 54 specific leases which it had examined.

It appears to this ad hoc subcommittee that if further hearings on this nomination were to be held after February 1, 1975, that it would then be unnecessary to call the cochairmen and counsel of the Connecticut Legislature's subcommittee as witnesses. Therefore I wish to announce that this ad hoc subcommittee intends to receive testimony from those witnesses who are presently available and then to recess these proceedings to a date after February 1, 1975, the exact date to be announced by this ad hoc subcommittee.

[The final report without appendixes of the Subcommittee on Leasing of the Connecticut General Assembly's Joint Committee on Appropriations, referred to, follows:]

FINAL REPORT WITHOUT APPENDIXES OF THE SUBCOMMITTEE ON LEASING OF THE CONNECTICUT GENERAL ASSEMBLY'S JOINT COMMITTEE ON APPROPRIATIONS

BACKGROUND AND PROCEDURE

In May, 1974, a committee was established to examine into leasing practices by the State of Connecticut. Technically, it is a sub-committee of the 1973-1974 General Assembly Joint Standing Committee on Appropriations. The sub-committee was established by a unanimous vote of the Appropriations Committee, a copy of which resolution is attached hereto, and was funded with a \$35,000.00 allocation from the Management Committee of the General Assembly having initially requested a minimum of \$50,000.00 to finance the investigation.

The leasing sub-committee consists of six Appropriations Committee members, three members from each political party. The three Republican members are: Representative Richard C. Dice of Cheshire, Chairman of the House Committee on Appropriations and Chairman of the sub-committee on leasing; Senator Nicholas A. Lenge of West Hartford, Chairman of the Senate Committee on Appropriations and Representative John Mannix of Wilton, sponsor of the resolution creating the leasing sub-committee.

The three Democratic members are: Senator Joseph Lieberman of New Haven, Ranking Minority Member of the Senate Committee on Appropriations and Vice-Chairman of the leasing sub-committee; Representative John Groppo of Winsted, Ranking Minority Member of the House Committee on Appropriations and Representative Addo Bonetti of Torrington.

The action to create the leasing sub-committee was a culminating response to a series of events and a number of circumstances including:

1. The long lack of progress in securing new premises for the Greater Hartford Community College in the face of pressing need intensified with accreditation problems.

2. Disclosure of a decision to lease the Phoenix Building, so-called, in Hartford on apparently questionable terms when the property had been available for purchase at an attractive price.

3. Review of just the limited available facts and the sequence of events preceding the Phoenix Building proposed lease indicated a less than favorable arrangement for the State and possible favoritism to the lessors who were recent purchasers of the premises.

4. Information gathered in the Summer of 1972 by the General Assembly Standing Committee on State and Urban Development concerning a lease to the State of a highway garage in Waterford by the Downes Construction Co.

5. Continuing rumors about questionable leasing practices, investigative reporting by News media in the State, sharply escalating dollar volume over the past decade and the burgeoning number of special facility leases throughout the State with prospects that the increasing trend would continue.

The Appropriations Committee was the logical place for the Legislative Branch to initiate its response which it did through the spearheading of Representative John Mannix.

The committee held initial organizational meetings during May of 1974, at which time Attorney H. William Shure of New Haven, was appointed Chief Counsel for the investigation. Shure in turn appointed as his full time Deputy, Richard Altschuler of West Haven, who, while still a law student, had been the chief investigator for the 1972 investigation of the Downes lease chaired by Senator Lieberman. As a result of early endeavors of Representative Mannix, a liaison for the committee had been established with State Auditors Leo Donohue and Henry Becker, who thereafter assigned their principal auditor Bernard Sherwill and associate auditor Leonard Yanchinsky to the sub-committee for the duration of its investigation. The full time endeavors of Altschuler, Sherwill and Yanchinsky, from early June until the date of this report, was the key to the disclosures eventually made by the sub-committee.

Early in the investigation, the committee staff prepared a questionnaire, a copy of which is attached hereto, for all lessors which required disclosure of all parties to leases, including officers and stockholders of corporations, partners, and beneficiaries of trusts. In addition, the staff prepared printouts of all leases by lessors, by location, by agencies, by dollar amounts and by length of the lease. With the information obtained in the questionnaires and in the printouts, fifty-four leases of a total of approximately four hundred, were selected for thorough investigation by the committee. These fifty-four were selected based upon questionable responses in the questionnaire, substantial costs, long term leases, multiple lessors, tips received by the subcommittee, known political individuals being involved and a decision to look into all highway garages. Leases were limited to those entered into after 1960. Said fifty-four leases, while being only approximately one-quarter of the leases in effect represent 46.6% of the total dollar expenditure for leases per annum; to wit, \$3,333,383.00 out of a total \$7,157,561.00.

The investigation began with staff interviews of landlords who were questioned regarding circumstances surrounding purchase of the demised premises, how they become aware of the State's needs, contacts with political and state officials and other pertinent information surrounding the negotiations and eventual lease finalization. Former owners of the real estate in question, other persons who endeavored to lease premises to the State to meet the needs in question, and individuals involved in negotiations, including lawyers and real estate agents were all interviewed. Records of Town Clerks, Building Inspectors, and assessors were examined for whatever information was deemed pertinent. This phase of the investigation encompassed about three and one-half months during which time, Connecticut Department of Public Works files of the fifty-four leases in question were examined in detail and about two hundred persons were interviewed, either in person or by telephone. Throughout the entire investigation, the Department of Public Works cooperated fully in providing all information requested of it.

In the next phase of the investigation, questions were prepared for persons who were involved with the leases in question by virtue of State Civil Service employment or appointed, elected or political positions. Interviews were con-

ducted of persons ranging from Governors and former Governors to clerical employees of various agencies and departments. These interviews were directed to the circumstances under which the State chose leasing as the method by which the need in question was to be met and thereafter, how the specific property was chosen. In this aspect of the investigation, approximately one hundred persons were interviewed directly though a few were questioned through telephone contacts.

The second phase of the investigation was completed but many new questions had arisen. The obtaining of answers to these would have required several months more of investigation. Faced with the time deadlines set forth in the resolution creating it and the pending expiration of the 1973-1974 legislature, a decision was made to begin public hearings on November 25, 1974, and continue for eleven hearing days through December 19, 1974. Eleven leases were chosen to be examined at these public hearings as examples of the kinds of abuses and deviations from the systems and established procedures of leasing disclosed repetitively in varying degrees from the review of all leases with which problems were found. This report contains an appendix* stating the investigation's results as to all fifty-four leases examined, including those in which no problem with regard to procedure, rent or adequacy of the facility was discovered.

The sub-committee hired Norman Benedict Associates, a highly respected and recognized appraisal firm. Under the direction of Mr. Norman Benedict, his company inspected all fifty-four pieces of property and made studies and comparisons of rental rates in the market area to determine whether the State was paying a fair rental for the facilities being provided. Mr. Benedict testified at the public hearings concerning the eleven leases publicly aired. His complete report on all fifty-four leases is attached to the appendix hereinbefore referred to.

The sub-committee's rules and guidelines are attached hereto.

FINDINGS

During the early 1960s, leasing involved situations of limited use required in a particular location or of a need of definite and short duration. Expenditure levels ranged between one-half and three-quarters of a million dollars for these leases. As State Government expanded and real estate needs became greater than the dollars available from bonding, the leasing approach became the substitute. During the period from 1962 until approximately 1970, annual leasing expenditures increased by approximately one-half million dollars per year and in 1970, ballooned to its present approximate seven and one-half million dollars per year. Long term needs were being met by leases. Entire buildings designed and built expressly and entirely to meet State needs on long term bases were being built for the State by lessors and thereafter leased to the State, rather than the State building for itself or purchasing from the developer. With the rapid growth of the Interstate Highway System within the State, highway garages, particularly, were acquired in this manner with landlords being paid rentals far in excess of those paid for comparable structures outside of State's use. Likewise rapid expansion of the Community College system within the State resulted in substantial leases being entered into for required facilities. Similar leases were found to have been entered into for entire office buildings containing as much as 100,000 square feet and within close proximity to the State Capitol, or close to other State functions, motor vehicle offices, Department of Labor facilities, and facilities for other agencies. In almost every instance wherein an entire building has been leased to the State and the building is primarily designed for State use, the term of the lease is fifteen to twenty years, with options to purchase at the end of such leases that would inure to the great benefit of the landlord.

Rental rates were frequently found to be within the reasonable range for similar properties in the market area, but it is apparent that the State failed to take advantage of its status as a "Triple A" tenant. Any prospective landlord, armed with a fifteen or twenty year lease from the State of Connecticut, assured of a non-vacancy factor for the entire period with a no risk of non-payment of rent is clearly in a position to acquire favorable financing of the building in question. Under these circumstances, the State should be benefiting with low rentals, not normal rentals.

*It is anticipated that the appendix referred to shall be ready for publication on or about February 1, 1975.

More significant, however, is the situation wherein a landlord-developer builds a building entirely for State use. Justification for leasing rather than purchase or State construction is frequently that the State cannot hold as inexpensively as the developer. In most instances, this is true. However, the State does not benefit by the developer's savings, since the property is leased to the State at a rental rate based upon the value of the building to the State, not the landlord-developer. The State failed ever to require the landlord to verify the estimates for construction which were relied upon for establishing the rental paid by the State.

It was further discovered that in at least two instances, the State of Connecticut entered into lease commitments and leases with landlords who either lacked ownership or legal interest in the property being so leased. In one particular instance, a building is being leased to the State of Connecticut with a specific parking requirement, which requirement is being met by the landlord by his obtaining, on a month-to-month basis, spaces from the local parking authority. In other instances, leases have been entered into for major property wherein the landlord has absolutely no legal interest in the property contemplated. Neither the Leasing Department nor the Attorney General's Office have established any procedure by which the status of legal title in the demised premises is verified.

Most significant, however, was the development of executive branch procedures for leasing, evolving through usage and eventually being standardized and established by the Department of Public Works under the direction of Governor John Dempsey in 1967. As these procedures were established, there followed repeated and systematic abuses of them.

The 1967 leasing procedures provided that an agency in need of space, having determined leasing to be the most desirable method of acquisition, would request of the Leasing Section of the Department of Public Works, its needs in square footage and general geographical area. Such requests were based, unfortunately, upon factors that usually were unrelated to sound business or real estate factors. Agencies usually turned to leasing because of failure to get bonding allocations and frequently to avoid the delay involved with capital construction. This gave the using agencies short term convenience and the taxpayers of the State of Connecticut long term excessive expenditures.

By virtue of an agency lease request, Public Works theoretically had the responsibility of evaluating the need and commencing the search for a site. Once the search was begun, any choice of location was ultimately subject to the approval of the using agency, and it had, what was essentially, veto power to disapprove any proposed site. The ultimate authority to approve and disapprove a Public Works proposed site is one of the areas by which the system is frequently circumvented and abused.

After a site decision, a lease proposal is received from the prospective landlord which is thereafter submitted to the Department of Finance and Control for review and to the Attorney General's Office, apparently solely for review with regard to form and not substance. Until 1972, the proposed lease was subject to review by a Citizen's Advisory Committee, whose members were knowledgeable or experts in most aspects of real estate use including banking, engineering, construction, architecture and the like. They served without pay and functioned as reviewers in an effort to save taxpayers' dollars. Due to the increase in volume and the logistical problems of holding and attending meetings, this committee's review became individualistic, with proposals and approvals or disapprovals circulated by mail. Although members of the Citizen's Advisory Committee informed the leasing sub-committee that they remained in constant contact with each other, some other persons came to the conclusion that it was a mere "rubber stamp" for Department of Public Works' proposals and it was, therefore, disbanded by legislation in compliance with a recommendation of the "Etherington Report".

The leasing sub-committee finds that, to the contrary, the Citizen's Advisory Committee had, in fact, disapproved several leases which resulted in renegotiations with substantial savings to the State. The committee's approval was not required. Yet, as a matter of practice, no lease was approved without the affirmative vote of a majority of the members of the Citizen's Advisory Committee.

The abolition of the Advisory Committee had the effect of eliminating one more protection for the State in negotiating leases.

The most serious abuse in the established procedural system was in site selection. The Department of Public Works was intended to be the first to deal with the public, thereby to be able to enter a competitive market area and seek the best available arrangement for the State. Likewise, all prospective landlords were intended to have an equal opportunity to propose space for lease to the State. In theory, the procedure was designed to create and establish the most competitive setting possible for the State to seek leased premises.

Unfortunately, this competitive setting was, more often than not, utterly destroyed by the actions of State employees, appointed or elected officials, or highly placed political persons. Through the actions of such individuals with sufficient authority, knowledge and/or control of the leasing needs of the State, particular prospective landlords were given advance information concerning these needs. Usually this information given the prospective landlord was so specific as to enable him to author a proposal which would fulfill the precise needs of the agency and submit it to the Department of Public Works within days of the formal request from the using agency to Public Works. In some instances the prospective landlord was actually assisted by the using agency in selecting a site before Public Works was notified formally or informally of the need. Likewise, the Chief of the Leasing Division of Public Works was allowed such latitude with regard to those leases where the requesting agency had technically followed the established procedures, that he could select lessors on criteria known only to him.

CONCLUSIONS

1. The State's leasing procedures are outmoded and inadequate and long term leasing was not uniformly the most desirable method by which the State could have met its real estate needs.

2. The leasing procedures were informally established, often violated and subject to wide-spread abuse, both within State Government and the political framework in which government operates.

3. The State would have been far better served to have purchased or constructed facilities built exclusively for State use, rather than having assumed lengthy and expensive leases on property with eventual options at excessively high prices.

4. The Department of Public Works could not negotiate on an arm's length basis because the prospective landlord already knew that his proposal met the precise needs of the using agency and often that his site was the precise one desired by such agency which had to approve the site.

5. The State of Connecticut ended up paying rents far in excess of those it would have had to pay in a competitive setting, and far in excess of the relative true value of the leased premises.

6. Other prospective landlords without political connections who followed the proper and established procedures had little chance of leasing to the State no matter how favorable their proposals might be, and

7. The State frequently ended up leasing premises that were let, not because of desirability in meeting needs, and often with undesirable features, but rather because of the particular landlord and his friendship and/or political connections.

RECOMMENDATIONS

(a) A complete revision of the procedures by which the State of Connecticut fulfills its real estate needs must be undertaken. To accomplish this, we recommend a new operational entity be established and that it be staffed with in-house experts and professionals in every facet of real estate and construction operations, including financiers, bankers, contractors, architects, engineers and other persons of pertinent talents and training. In addition, this entity should have its own legal staff experienced in real estate law with the sufficient authority to participate in the negotiations of contracts regarding the purchase, lease and construction of real property. Using agencies should be required to do nothing more than notify the capital facilities entity as to real estate needs stating space requirements and general geographic area sought. The capital facilities entity should be the sole determining authority in fulfilling the requested real estate need, choosing the method of acquisition, and being required to pursue that method on the open, competitive market.

State employees outside this entity should be barred from discussing real estate acquisition with any prospective landlord, seller or contractor, and the

newly created entity should be the sole agency authorized to deal on behalf of the State with third parties for the acquisition or construction of real estate.

The newly created entity will compile and thereafter maintain a comprehensive and complete inventory of all improved and unimproved real estate available to the State either by virtue of ownership or leasehold interest. The inventory shall be explored as the first source to meet the needs of a requesting agency.

With respect to real estate uses designed uniquely for the State of Connecticut and required for periods of time in excess of five years, it should be the goal of the newly created entity to purchase, or possibly lease-purchase such facilities, or to construct them on already existing State land. Leases for such facilities should be avoided and resorted to only when all other possibilities are eliminated. In all instances where the State constructs or purchases property rather than leasing, the State should enter into agreements with the local municipalities for payments in lieu of taxes.

In order for the newly created entity to comply with the foregoing, it shall be essential that State agencies commence immediate long-range planning for real estate needs. The fact that construction and purchase require more time and availability of capital funds by bonding, each State agency should be required to plan and establish its long-range capital needs, to be submitted to the newly created entity for feasibility study, and coordination in the meeting of the aggregate need.

In those instances where new construction is to be done on State land, or new construction is to be done for sale to the State, and the entity has established specific plans and specifications for such construction, then the advertising and sealed bid method of letting the contract should be applied. In all other instances, however, the entity should not be restricted to such a procedure. Too many variables exist from property to property for such a procedure to be applied and to attempt to do so would most likely inure to the detriment of the State of Connecticut.

Once such a special entity has been established, it shall be its further responsibility to implement the procedure established for the acquisition of real estate needed. The technical members should be responsible for seeing to it that vendors, lessors and/or contractors strictly comply with all requirements, plans and specifications agreed to. In addition, the legal advisor to the entity should have the authority to determine the legal sufficiency of all contracts and/or leases both as to substance and as to form. In addition, such legal advisors should be responsible for the enforcement of all of the terms of such agreements. The entity should be further charged with, in the case of leasing, to seeing to it that landlords live up to and meet all of the conditions of the lease.

Particular emphasis should be made with respect to tax escalation clauses. In instances where leases contain such clauses, such leases should, in addition, relieve the State of liability for increased taxes unless the landlord notifies the entity attorney of any such pending increase within sufficient time to permit the State, on behalf of such landlord, to contest such an increase when appropriate. The said attorney should be responsible for deciding when such an appeal should be taken, and for implementing same when deemed necessary.

Sub-committee recommends that a system analysis be conducted with regard to the recommended operational entity to determine whether or not it should be a separate State department, a division of the Department of Public Works, the Department of Finance Control or some other appropriate State department.

(b) A system of program auditing should be established, the implementation of which would guarantee legislative review of all programs within the State Government. This program should be implemented through the State Auditor's Office by expanding its authority and staff and should be coordinated with the functions of the Legislative Program Review Committee.

(c) A Citizen's Advisory Committee should be re-established with the same cross-section of membership as the former committee, having expanded powers and duties. It should review all aspects of the entity's proposed actions, including its decision on method of acquisition and whether, having chosen a particular method, it is being carried out in a sound and expeditious business manner to achieve for the State the best possible value for its expenditures. The committee should have free access to all information available to and used by the entity in recommending and rejecting the proposals.

Obviously, for a Citizen's Advisory Committee to fill the above functions would require practically full time involvement of the members of the committee consists

of only one person with expertise in each applicable field. For this reason, it is recommended that several persons from each field of expertise be appointed to the committee and that a system of rotation be established so as to not overburden any few persons. A monthly meeting of the committee should be held for general discussion of real estate market conditions. Meetings should be attended by the professional staff of the newly created department. At such meetings, specific problems can likewise be reviewed.

The Citizen's Advisory Committee should be compensated for travel and expenses, but otherwise should be members of the community willing to contribute their expertise for the public benefit.

(d) Legislation should be enacted to prevent unauthorized early disclosure of State real estate needs to third parties. The newly created entity should be the sole authorized agency permitted to deal with the public regarding the State's real estate needs and how they are to be met. In some instances, advertising by that entity for some period of time is recommended so that all persons are given an equal opportunity to do business with the State without regard to political affiliation, political contributions, or relationships with elected officials or State employees in positions of influence.

Under no circumstances should persons within the requesting agency discuss that agency's real estate needs or intents prior to formal notification to the real estate acquisition entity and without that entity's authority and supervision. It is recommended that should anyone without such authority disclose or discuss information concerning real estate needs before it is made public by the new entity, such person be subject to criminal prosecution. This subcommittee believes such legislation would be a significant deterrent of such conduct which in the past has clearly cost the State of Connecticut large sums of money, and in addition, has denied many citizens of the State of Connecticut any opportunity to offer real estate for sale or lease to the State.

(e) In order for the State of Connecticut to avoid long term leases for property rented entirely to meet State needs, and in order to allow the State to adequately plan its real estate needs and thereby acquire such property in the most advantageous manner possible, it is necessary for the General Assembly to take immediate action with regard to its own coordinated operations. As indicated in the above conclusions, in almost every instance wherein the State has met long term needs of large facilities through leasing, the State would have been far better served had it constructed or purchased such facilities. To accomplish these methods of acquisition, in addition to the long-range planning of the various State agencies, the General Assembly must better coordinate its budget, appropriations and bonding procedures. Those committees within the General Assembly must coordinate its endeavors so that the actions of each will not be inhibited or precluded by the actions of the others. The General Assembly should take immediate procedural action to place bonding under the authority of the Joint Committee on Appropriations and, thereby, avoid the present procedural impracticalities.

It is also imperative that remedial action be taken to speed up the capital projects procedure within State Government. Frequently, the sole justification for entering into long and expensive leases was the speed with which such leases could be entered into and thereby meet the needs of the using agencies. While the agencies must endeavor to execute long-range planning for their real estate requirements, so must the General Assembly endeavor to speed up the procedures by which capital expenditures can be expedited, it having been determined that that method of acquisition is most advantageous to the State.

(f) The General Assembly's election committee should take particular note of the contents of this report in the course of its consideration for general campaign finance reform.

(g) A permanent investigation commission should be created which should have the duty and power to conduct investigations concerning execution and enforcement of State laws, especially those involving organized crime and racketeering, and conduct of public officials and public employees and of officers and employees of public corporations and authorities. It should have general power to investigate any matter concerning public peace, safety and justice. Public officials either elected or appointed, State Legislators and Civil Service employees earning more than \$13,000.00 per year should be required to make full financial disclosure of their assets, liabilities and income to this commission which shall be required to keep such information confidential, unless such information becomes pertinent to the exercise of its investigative authority.

(h) This report discusses the general conclusions drawn from the sub-committee's investigation and the appendix states in detail each of the fifty-four leases studied by the sub-committee. Certain of the leases investigated require specific recommendations with regard to their present status.

1. The highway garages located in Colchester, Waterford, Thomaston, Rocky Hill and Winsted (Winchester) are all subject to the same abuses and all should be re-examined by the State for re-evaluation in light of the disclosures uncovered by this sub-committee. In each of the above garages, the State of Connecticut is paying rents that can be only described as "excessive". In several instances, the rate of rental is over double that paid by non-State lessors for comparable facilities. In each instance, the landlords were either active politically or closely associated with high-ranking political and State governmental authorities, which positions enabled these individuals to obtain these highly lucrative leases to the exclusion of any competition. In the instances of Waterford and Winsted, the then prospective landlord was aided by the using agency in selecting the ultimate site before the agency had even notified the Department of Public Works of its need for such space. In the case of Winsted a bona fide prospective landlord was intentionally deceived by the Department of Transportation when he was informed that no decision regarding such a garage had been made at the same precise time that sites were being examined and one ultimately selected by the prospective landlord and Department of Transportation employees acting at the direct instruction of the Commissioner of that Department. In the case of Thomaston, the prospective landlord could not even arrange financing until a leading political figure became his one-half partner, for which said political leader paid no consideration and even failed to sign the mortgage note for the permanent financing. This garage in Thomaston was constructed on the top of a hill, and is inaccessible to State employees during winter storms, resulting in storage of State vehicles on vacant land at the bottom of the hill. It is the recommendation of the sub-committee that these garage leases be re-examined, renegotiated, and, if necessary, broken on the basis of the improper activities leading to the consummation of such leases, which in several instances could be supported legally due to the improper collusion between the landlord and State officials and employees. Should renegotiation be unsuccessful and the site desirable, the State might consider resorting to its condemnation powers.

The State of Connecticut is presently paying \$546,884.00 per year for the lease of these garages. It is estimated by the sub-committee that were the rentals properly computed and comparable to non-State users of similar properties the State of Connecticut could save up to \$250,000.00 per year.

2. Preliminary evidence indicates that the renovation cost estimates for 160 Pascone Place, Newington, submitted by the landlord were grossly over-stated and that the rental cost was primarily determined by such estimates. Whereas the landlord estimated his renovations at approximately Thirty Dollars a square foot, those costs should more properly have been between Fifteen to Twenty Dollars per square foot. It is recommended that this lease be renegotiated and a rental value established which more properly reflects the real value of the facility and that if such a renegotiation is not successful that the State terminate the lease based upon the prior collusion between the landlord and employees of the Department of Transportation before the Department had even officially requested such space and even before the landlord had any legal interest in the property, either in the form of ownership or option to purchase. If the site is desirable and renegotiation unsuccessful then the State should consider exercising its condemnation powers in light of the cost estimates obtained by the committee. A special study of this property by the subcommittee comes to the conclusion that the total capital expenditure for the premises should not have exceeded 1.2 million dollars rather than the 1.6 million dollars claimed by the landlord. Had the State purchased the property and renovated it, its annual cost for amortization would have been approximately \$105,000.00 or approximately \$99,000.00 less per year than the rental presently being paid. This would amount to a savings of approximately \$2,000,000.00 over the twenty year term of the lease, in addition to which, the State would not be subject to the \$1,104,000.00 option price as provided in the lease at the end of said period to acquire outright ownership.

3. The State should take some action with respect to the findings of the staff of the Department of Motor Vehicles as embodied in a report from Orlando Santini to Commissioner Robert Leuba dated June 28, 1973, concerning the Motor

Vehicle Office at 1985 State Street, Hamden. While the rental rate for that facility has been reported as fair, the property is unsuitable for its purposes without changes being implemented, either through reversal of a test lane or the opening of the Gene Street Exit.

4. During the course of the sub-committee's investigation, it came to its attention that certain diverse opinions exist concerning the Greater Waterbury Higher Education Complex II project presently under construction. This multi-million dollar, multi-phase construction project is being done under a construction manager arrangement whereby its manager is paid a substantial fee for directing and supervising the construction. The former Commissioner of Public Works, having carefully studied six proposals for said project, was transferred to be Commissioner of Motor Vehicles as a result of a reorganization of the executive branch of the State Government. His successor, shortly thereafter, awarded this project to the proponent that the former Commissioner had considered the least desirable of the six presented. Due to the magnitude of this project and the fees involved for the construction manager, the full and entire circumstances surrounding the letting of this contract should be re-examined.

(i) A separate sub-committee of the Standing Joint Committee on Appropriations for the 1975-1976 Legislature should be appointed in order to implement this report and to recommend examination and investigation into other areas such as service contracts, personal property contracts and the following:

(1) Community College Acquisition—Due to the uniqueness of the needs of Community Colleges and the rapid expansion of their facilities' needs, massive expenditures have been made by the State to provide required physical facilities. Without exception, whether such facilities were obtained through lease, purchase, construction, construction management or lease-back, questions have arisen as to the procedures by which the property was obtained, the price being paid and whether or not the State was being treated fairly. An entire study of all higher education real estate acquisition should be made and consideration should be given to whether or not this area of acquisition is deserving of separate procedures.

(2) Group Homes—In recent years the Department of Mental Health has found it necessary to lease large homes to satisfy outreach needs. At the present time, there are seventeen pending leases and five that have just been concluded. Because of the time restrictions, this sub-committee was not able to make a significant study of the procedures by which these homes are leased, however, we are satisfied that there exists susceptibility to abuse. For this reason, it is recommended that before this approach proceeds much further that a thorough examination be made into it.

(3) Other Specific Leases—During the course of the sub-committee's investigation and, for the most part during the course of its public hearings, members of the general community and of State Government brought to the sub-committee's attention various apparent problems with regard to specific leases. Obviously, at that point in the sub-committee's investigation, it lacked the time and manpower to examine such leases. It is recommended that some provision be made to permit follow-up investigation in those specific areas. In addition, the sub-committee has become aware of leases in the process of negotiation which, in some instances, involve landlords or locations which, during the course of the investigation, were pointed out as potential problem areas.

(j) A subpoena for the financial records of the Riverview Realty Company regarding its leases with the State of Connecticut was not complied with. The Joint Committee on Appropriations of the General Assembly should authorize and issue a new subpoena for said information.

PUBLICATION

This report, its attachments and its appendixes are being distributed to members of the General Assembly's Standing Joint Committee on Appropriations, to any other members of the General Assembly desiring it, the Press, the Chief State's Attorney and State Attorneys for the Counties and to the United States Attorney for the District of Connecticut.

Upon the completion of the transcripts of the sub-committee's public hearings, the legal staff is instructed to review any possible conflicts of testimony and to bring such conflicts to the attention of the sub-committee for purposes of determining whether or not any further action might be deemed advisable.

SUMMARY

The system of leasing utilized by the State of Connecticut since 1968, in theory gives the State the opportunity to obtain real property by lease under competitive circumstances and with an opportunity to all citizens to take part in offering their property to the State. The system has broken down because the people working it seized upon this means of real estate acquisition as a vehicle by which political patronage, cronyism, personal spoils systems and friendship were substituted as the real system. The sub-committee does not accept patronage as a justifiable vehicle for all dealings with the State. The theory "it doesn't matter who gets the lease so long as the State pays a fair price," ignores the very fundamental question of "how" that person gets the lease. If the system is totally circumvented, if other legitimate proponents of leases are misled, denied equal access to information, or led into already "locked up" deals, then the "how" factor becomes more and more important. If precedent is set with respect to high rentals for particular type facility, then who is allowed to be the next beneficiary of this precedent becomes extremely important.

If the system is susceptible to the abuses of the people operating under it, then the people must change and adjustments must be made to the system to attempt to prevent future abuse. This sub-committee has examined the system and found it being abused by the people who were in a position to do so. The system needs change so that the taxpayers of the State of Connecticut will be guaranteed that they are the primary beneficiaries of a policy that will give them the best conceivable value for its tax dollars and still permit government to serve effectively.

RICHARD A. DICE,
Chairman.
JOSEPH LIEBERMAN,
Vice Chairman.
NICHOLAS A. LENGE,
ADDO E. BONETTI,
JOHN G. GROppo,
JOHN F. MANNIX.

STATE OF CONNECTICUT

JOINT COMMITTEE RESOLUTION INTRODUCED BY REP. MANNIX, 142D DISTRICT
APPROPRIATIONS COMMITTEE, GENERAL ASSEMBLY, FEBRUARY SESSION, A.D.
1974

Resolved by the Joint Committee on Appropriations:

Whereas there is increased importance in acquiring real property by lease for the state purposes; now, therefore, be it

Resolved, That this committee establish a subcommittee to study and investigate state purchasing construction and leasing procedures and practices by the Department of Public Works; from January 1, 1960, to the present. And be it further

Resolved, That the committee shall consist of six members chosen as follows: four members from the House of Representatives consisting of two members of the Majority party, two members of the Minority party and two members from the Senate, one from each party. And, be it further

Resolved, That any public hearing be held no sooner than November 15, 1974, and no later than December 15, 1974, and that the subcommittee report its findings to the Appropriations Committee no later than January 1, 1975. And be it further

Resolved, That the Joint Committee on Appropriations request Legislative Management to appropriate the sum of thirty-five thousand dollars for the purpose of carrying out the study and hiring appropriate staff to do so.

Whereas, there is a need for additional time to complete the Public Hearings phase of the investigation by the Sub-Committee of the Appropriations Committee into the leasing practices of the State of Connecticut; now, therefore, be it

Resolved, That the Appropriations Committee herewith extend the Public Hearings phase of the investigation into the leasing practices of the State of Connecticut from Dec. 15, 1974 to Dec. 31, 1974.

RULES OF PROCEDURE FOR THE SPECIAL SUBCOMMITTEE OF THE JOINT
GENERAL ASSEMBLY APPROPRIATIONS COMMITTEE

1. Investigations may be initiated by the sub-committee staff with the approval of the Chairman and Vice-Chairman or at their direction.

2. Sub-committee hearings and meetings shall be conducted by the Chairman or member designated by the Chairman, and all hearings shall be held in public.

3. The Chairman shall give each member written notice of the subject of and scope of any hearings two (2) days prior to the time such hearing is to begin. No hearings shall then be held if any member objects unless upon the subsequent approval of the majority of the sub-committee.

4. The Chairman shall have authority to call meetings of the sub-committee which authority he may delegate to any other member. Members shall have at least twenty-four (24) hours notice of any meeting of the sub-committee.

Should a majority of the members request the Chairman in writing to call a meeting of the sub-committee and should the Chairman fail to call such meeting within twenty-four (24) hours thereafter, such majority may call a meeting by filing a written notice with the Chief Counsel who shall promptly notify each of the sub-committee. If the Chairman is not present at any such meeting, and has not designated another member to conduct the meeting, the Vice-chairman shall preside. If the Vice-Chairman is not present at any such meeting, the remaining members present shall select a member to preside.

5. A quorum for the transaction of sub-committee business shall consist of a majority of the sub-committee members. Unless otherwise specified in these rules, decisions of the sub-committee shall be by a majority of votes cast. For the purpose of hearing witnesses, taking testimony, and receiving evidence, a quorum will consist of one member.

6. No person shall be allowed to be present during a staff interview except members and employees of the sub-committee, the witness and his counsel, stenographers, or interpreters of the sub-committee. Other persons whose presence is requested or consented to by the majority of the members of the sub-committee present may be admitted to such interviews.

7. It shall be the duty of the Chief Counsel to keep, or cause to be kept, a record of all sub-committee proceedings, including the record of votes on any matter on which a record vote is taken and of all quorum calls together with all motions, points of order, parliamentary inquiries, rulings of the chair and appeals therefrom. The record shall show those members present at each meeting. Such record shall be available to any member of the sub-committee upon request.

8. Subpoenae for attendance of witnesses shall be issued in accordance with the provision of Section 2-46 of the Connecticut General Statutes and may be served by any indifferent person designated by such Chairman or Vice-Chairman.

9. Each subpoena shall be accompanied by a copy of the sub-committee resolution authorizing the investigation with respect to which the witness is summoned to testify or to produce papers, a copy of Section 2-46 of the Connecticut General Statutes, a copy of the sub-committee rules and a copy of the sub-committee guidelines.

10. Witnesses shall be subpoenaed at a reasonably sufficient time in advance of any hearing in order to give the witness an opportunity to prepare for the hearing, employ counsel, should he so desire, and/or produce documents, books, records, memoranda, and papers called for by a subpoena duces tecum. The sub-committee shall determine, in each particular instance, what period of time constitutes reasonable notice.

11. All witnesses at hearings shall give all testimony under oath or affirmation which shall be administered by the Chairman or a member of the sub-committee.

12. The time and order of interrogation of witnesses appearing before the sub-committee shall be fixed by the Chairman. Interrogation of witnesses at sub-committee hearings shall be conducted by sub-committee members and authorized sub-committee staff personnel only.

13. An objection raised by a witness or his counsel to procedures or to the admissibility of testimony and evidence shall be ruled upon by the Chairman or presiding member and such rulings shall be the rulings of the sub-committee, unless a disagreement thereon is expressed by a majority of the sub-committee present. In the case of a tie, the rule of the chair will prevail.

14. Any witness desiring to make a prepared or written statement for the records of the proceedings shall file a copy of such statement with the counsel of

the sub-committee twenty-four (24) hours in advance of the hearings at which the statement is to be presented, unless the Chairman waives the requirement. All such statements or portions thereof so received which are relevant and germane to the subject of investigation may, at the conclusion of the testimony of the witness and with the approval of a majority of the sub-committee members, be inserted in the official transcript of the proceedings.

15. A witness may make a statement, which shall be brief and relevant to the subject matter of examination, at the beginning and conclusion of his testimony. Each such statement shall not exceed five (5) minutes unless an extension of time is authorized by the Chairman. However, statements which take the form of personal attacks by the witness upon the motives of the sub-committee, the personal character of any members of the General Assembly or of the sub-committee staff, and intemperate statements, are not deemed to be relevant or germane, shall not be made, and may be stricken from the record of the proceedings.

16. All witnesses at hearings shall have the right to be accompanied by counsel. Any witness who desires counsel but who is unable to secure counsel may inform the sub-committee at least twenty-four (24) hours in advance of his appearance of his inability to retain counsel and the sub-committee will endeavor to secure voluntary counsel for the witness. However, failure to secure counsel will not excuse the witness from appearing.

17. Counsel retained by any witness and accompanying such witness shall be permitted to be present during the testimony of such witness at any hearing. The sole and exclusive prerogative of the counsel shall be to advise such witness while he is testifying of his legal rights and constitutional rights. Provided, however, that any State officer or employee being interrogated by the staff, or testifying before the sub-committee and electing to have his personal counsel present shall not be permitted to select such counsel from the employees or officers of any State agency.

18. A witness shall not be excused from testifying in the event his counsel is not present or is ejected for contumacy or disorderly conduct; nor shall counsel for the witness coach the witness, answer for the witness, or put words in the witness' mouth. The failure of any witness to secure counsel shall not excuse such witness from attendance in response to subpoena.

19. At the conclusion of the interrogation of his client, counsel shall be permitted to make such reasonable and pertinent requests upon the sub-committee, including access to the testimony of other witnesses or presentation of other evidence, as he shall deem necessary to protect his client's rights. These requests shall be ruled upon by the sub-committee members present.

20. Counsel for the witnesses shall conduct himself in a professional, ethical, and proper manner. His failure to do so shall, upon a finding to that effect by a majority of the sub-committee members present, subject such counsel to disciplinary action which may include warning, censure or removal of counsel from the hearing room.

21. There shall be no direct or cross-examination by counsel appearing for a witness. However, the counsel may submit in writing any questions he wishes propounded to his client or to any other witness. With the consent of the majority of the members present, such question or questions shall be put to the witness by the Chairman, by another member or by counsel of the sub-committee, either in the original form or in modified language. The decision of the sub-committee as to the admissibility of questions submitted by counsel for a witness, as well as their form, shall be final.

22. Any person who is in any way involved in an investigation in hearings may submit to the Chairman questions in writing for the cross-examination of the witnesses. Their formulation and admissibility shall be decided by the committee in accordance with rule 21.

23. Any person whose name is mentioned or who is specifically identified, and who believes that testimony or other evidence presented at a public hearing, or comment made by the sub-committee member or counsel, tends to defame him or otherwise adversely affect his reputation, may (a) request to appear personally before the sub-committee to testify on his own behalf, or, in the alternative, (b) filed a sworn statement of facts relevant to the testimony, or other evidence or comment complained of. Such request and such statement shall be submitted to the sub-committee for its consideration and action.

24. No testimony taken or material presented in a staff interview, or any summary or excerpt thereof, shall be made available to other than the sub-committee members and sub-committee staff and no such material or testimony shall be made public or presented at a hearing, either in whole or in part, unless authorized by a majority of the sub-committee members or as otherwise provided for in these rules. Nothing contained herein shall, however, be construed to conflict with Paragraph 10 of the sub-committee Guidelines requiring publication of all sub-committee documents at the conclusion of the sub-committee's hearings and subsequent to the completion of its report and recommendations.

25. No evidence or testimony, or any summary or excerpt thereof given in staff interview which the sub-committee determines may tend to defame, degrade, or incriminate any person shall be released, or presented at a hearing unless such person shall have been afforded the opportunity to testify or file a statement in rebuttal, and any pertinent evidence or testimony given by such person, or on his behalf, is made a part of the transcript, summary, or excerpt prior to the public release of such portion of the testimony.

26. A complete and accurate verbatim record shall be made of all testimony at all sub-committee hearings.

27. A witness shall, upon request, be given a reasonable opportunity before any transcript is made public to inspect in the office of the sub-committee the transcript of his testimony to determine whether it was correctly transcribed and may be accompanied by his counsel during such inspection. If the witness so desires, the sub-committee will furnish him a copy of his testimony at his or her expense unless said witness shall satisfy a majority of the sub-committee of his or her indigency, in which case such transcript will be made available at the sub-committee's expense. Each witness, upon the completion of his or her testimony, shall be asked by sub-committee counsel whether he or she wishes to so examine said transcript and, answering in the affirmative, shall do so within five (5) days of being notified of its availability.

28. Any corrections in the transcription of the testimony of the witness which the witness desires to make shall be submitted in writing to the sub-committee within five (5) days of the transcript being made available to such witness. However, changes shall only be made for the purpose of making minor grammatical corrections and editing, and not for the purpose of changing the substance of the testimony. Any questions arising with respect to such editing shall be decided by the Chairman.

29. A copy of the testimony given by the witness in staff interview and subsequently quoted or made part of the record in a hearing shall be made available to any witness at his expense, if he so requests unless said witness shall **satisfy a majority of the sub-committee** of his or her indigency, in which case such transcript will be made available at the sub-committee's expense. Any witness shall be given a reasonable opportunity to inspect any such public testimony in the sub-committee office.

30. No report of failure to testify in accordance with Sections 2-46 and 2-48 of the Connecticut General Statutes or contempt of the General Assembly shall be forwarded by any member of the sub-committee unless and until the sub-committee, has, upon notice to all its members, met and considered the alleged failure to testify or contempt and by a majority of the sub-committee voted that such report be made.

31. In preparing for or conducting the investigation and study authorized and directed by the resolution creating this sub-committee, the sub-committee shall act pursuant to the powers conferred by Section 2-46 of the Connecticut General Statutes.

32. All information developed by or made known to any member of the sub-committee staff shall be deemed to be confidential. No member of the sub-committee staff shall communicate to any person, other than a member of the sub-committee or another member of the sub-committee staff, any information with respect to any matter related to the activities of the sub-committee. All communications with the press and other persons, not on the sub-committee or sub-committee staff in respect to confidential matters shall be made by the Chairman and Vice-Chairman only. Official releases of information to the press on behalf of the sub-committee shall be made only with the express consent of the Chairman and Vice-Chairman.

33. These rules may be modified, amended, or repealed by a decision of the sub-committee, provided that a notice in writing of the proposed change has been given to each member at least forty (40) hours prior to the respective action, unless such notice is waived by unanimous vote of the entire committee.

GUIDELINES OF THE SPECIAL SUBCOMMITTEE OF THE JOINT GENERAL ASSEMBLY
APPROPRIATIONS COMMITTEE

The General Assembly Appropriations Committee having resolved that this special sub-committee be formed to investigate and study State purchasing, construction and leasing procedures and practices by the Department of Public Works from January 1, 1960, to the present and that said sub-committee conduct public hearings and report its findings to the Appropriations Committee, it is specifically understood that in investigating the matters mentioned in said resolution, the sub-committee will observe its standing rules and, in addition, will be required to conduct staff interviews of prospective witnesses, and special sub-committee meetings.

In recognizing the fact that such interviews might produce uncorroborated evidence of wrongdoing on the part of person or persons, that such interviews might result in unsubstantiated accusations being made against person or persons and that such interviews might result in evidence being taken not relevant or germane to the investigation, and further that such meetings shall be conducted for the purpose of discussing the results of said interviews and to prevent the improper dissemination of evidence that might deem to defame the personal character of members of the sub-committee, personal attacks upon the motives of the sub-committee, or an improper invasion of privacy, the following guidelines are adopted for the protection of all persons party to or subject of this investigation:

- (1) All interviews shall be conducted by the sub-committee's staff in private;
- (2) A verbatim record shall be made of any such interviews if requested by any witness and a copy of such transcript shall be made available to said witness upon his or her request, and at said witness' cost, unless said witness shall prove to the satisfaction of a majority of the sub-committee that he or she is indigent, in which case such transcript shall be made available at the sub-committee's cost;
- (3) Information obtained during such interviews shall remain the confidential work product of the sub-committee during the course of its investigation and the staff shall not be authorized to disclose any such information to any person or persons other than staff members and/or members of the sub-committee without the authority of the Chairman and Vice-Chairman.
- (4) The sub-committee respects and recognizes the right of a prospective witness who is interviewed by the staff of the sub-committee in advance of a hearing as well as the right of a witness who appears before the sub-committee to be accompanied by a lawyer of his own choosing to advise him concerning his constitutional and legal rights as a witness;
- (5) The Chief Counsel shall be responsible for reporting to the sub-committee, at its regular meetings, the progress of the staff investigation and shall provide to the sub-committee a list of persons, who, it is anticipated, will be interviewed during the period prior to the next regular sub-committee meeting. Any member of the sub-committee may attend a staff interview and may address questions to the witness;
- (6) The sub-committee recognizes the right of all witnesses to be treated courteously and properly and with a degree of decorum consistent with the nature of the proceedings. The staff members are bound to abide by such standards of conduct during the course of any staff interviews;
- (7) The sub-committee may, by majority vote, conduct meetings in private for the purpose of reviewing evidence as obtained by the sub-committee staff;
- (8) The sub-committee, being desirous of conducting the investigation in a professional and responsible manner may, when it deems it appropriate, withhold information obtained during the course of its investigation until such time as hearings are conducted so that all information shall be disclosed in an orderly manner and within proper perspective and context;
- (9) The sub-committee, when meeting in private, shall authorize the Chairman and Vice-Chairman to make public the result of official votes of the sub-committee and that information deemed to be properly made public prior to the sub-committee hearings; and
- (10) The sub-committee, at the completion of its final report, shall deliver to the Appropriations Committee all testimony, documents and exhibits received by the sub-committee during its investigation and all other records, communications, files and documents gathered or prepared relating to the investigation.

STATE OF CONNECTICUT GENERAL ASSEMBLY, JOINT COMMITTEE ON
APPROPRIATIONS

In conjunction with the Connecticut General Assembly's Joint Appropriations Committee resolution to establish a Sub-Committee to investigate, among other things, State leasing practices, certain information is needed to assist in this Sub-Committee's investigation.

The Sub-Committee has been provided a list of persons and/or corporations by the Connecticut State Department of Public Works which list purports to contain the names of all Lessors of real property to the State. Your name appears on said list and by authority of the Connecticut General Statutes, Section 2-46, you are being asked to provide the Sub-Committee, under oath, with the information on the attached questionnaire.

It is requested that the enclosed questionnaire be returned to the undersigned at the address indicated on the letterhead above.

H. WILLIAM SHURE,

Chief Counsel to the Special Subcommittee.

NOTE.—If additional space is needed to supply the information requested, please use the reverse side of this Questionnaire.

QUESTIONNAIRE

1. List all real properties in which you have an interest which real property is presently being leased to the State of Connecticut.

2. If you are an officer, director or stockholder of any corporation leasing real property to the State of Connecticut, list the name of such corporation, its officers, directors and stockholders and the real properties so leased.

3. If you are a partner of any partnership which leases real property to the State of Connecticut, list the name of said partnership and the names of all partners, limited, not limited or silent, and the address of real property so being leased by said partnership.

4. If you are a grantor, trustee and/or beneficiary of any trust leasing real property to the State of Connecticut, list all names, grantors, trustees and/or beneficiaries of such trusts and the addresses of real properties so leased.

5. If you are the sole owner or if you are an owner in joint tenancy or tenancy in common with others leasing real property to the State of Connecticut, list all of such real properties and any co or joint owner.

6. If you are acting as an agent on behalf of any person or persons, corporation, trust, or partnership which lease real property to the State of Connecticut, then provide the information regarding such person or persons, corporation, trust or partnership, as requested in 1 through 5 above.

7. List all participants involved with the acquisition, negotiation and execution of the lease or leases or real properties listed in 1 through 6 above, including, but not limited to, attorneys, real estate brokers and agents, architects, engineers and any persons in the employ of the State of Connecticut. Whether or not any of such persons received professional fees for their participation in such leases shall not be a determinative factor in whether they should be listed.

Senator BURDICK. The first witness this morning will be Hon. Philip Noel, Governor of the State of Rhode Island.

Welcome to the committee, Governor Noel.

**TESTIMONY OF PHILIP W. NOEL, GOVERNOR OF THE STATE OF
RHODE ISLAND**

Governor NOEL. Thank you very much, Mr. Chairman and members of the committee.

My purpose in being here this morning is to testify on behalf of Tom Meskill who has been nominated by the President of the United States for an appointment to the U.S. Circuit Court of Appeals for

the Second Circuit. I have prepared and presented my testimony in writing, and in the interests of time, Mr. Chairman, I will refrain from reading that testimony, but rather try to quickly summarize the contents of that statement.

Senator BURDICK. Your full statement will be made a part of the record, without objection, and you may summarize.

[The prepared statement by Governor Noel follows:]

TESTIMONY OF GOVERNOR PHILIP W. NOEL

Mr. Chairman: The President of the United States has nominated for appointment to the United States Circuit Court of Appeals for the Second Circuit a distinguished American lawyer and statesman. Tom Meskill aspires to that position. He is by profession, training, experience and human disposition, eminently qualified. I am both privileged and honored . . . to speak on his behalf to your distinguished Committee.

Tom Meskill is a man of distinguished background. He was educated in our Country's finest universities and by profession is a man of the law.

As a young lawyer, his contemporaries at the Bar saw him for a bright and rewarding legal career. He had worked hard and prepared well for what was certainly destined for him in his legal career: accomplishment and financial reward. As often happens in the case of excellence . . . his talent and qualities were recognized by those in his native State whose positions were such that they saw in young Tom Meskill a man endowed with the good basic tools of intelligence, honesty, courage, compassion and, above all, common sense . . . and they call him into public service. At great personal sacrifice he responded to the challenge of public service as was expected of him. Success and accomplishment became his trademark. As Mayor of the great City of New Britain; as a member of the distinguished United States Congress and as Governor of his beloved State of Connecticut for four years, he served his fellowman; his State, and his nation.

Tom Meskill is a graduate of Trinity College in Hartford, Connecticut, with a Bachelor of Science degree which he received in 1950. He served honorably in the United States Air Force during the Korean Conflict and graduated from Officers Candidate School in December of 1951. He has his law degree from the University of Connecticut Law School and served as the Editor of the Law Review in his senior year. He has studied further at the New York University School of Law. As a member of the law firm of Meskill, Dorsey, Sledzik and Walsh, he was admitted to practice before the Connecticut Bar; the Federal Bar; the Florida Bar; the United States Second Circuit Court of Appeals and the Supreme Court of the United States. He is a member of the American Bar Association; Florida Bar Association; Connecticut Bar Association; Hartford County Bar Association; New Britain Bar Association, and American Judicature Society. In addition thereto, he served as Assistant Corporation Counsel for New Britain, Connecticut, during the years 1960-1962; as Corporation Counsel for New Britain, 1965-1966, beyond the elected positions to which I have already referred.

No man could ever command the respect and trust of so many . . . so as to be elected and re-elected to offices of such high trust without being possessed of inherent qualities of excellence. Tom Meskill is a man of great excellence. He is honest beyond even the slightest innuendo of suspicion; intelligent, yet humble and above all, possessed of the most precious of all human qualities . . . good common sense.

Governor Meskill has devoted the majority of his young productive years to public service. The President of the United States believes he can continue to be of public service . . . in a new role . . . in our Federal Judiciary. I share that belief. I do so, as most of you may know, not from a partisan stand or view . . . because Governor Meskill and I are of different political beliefs . . . but because I know Tom Meskill . . . I know his ability and his credentials, and I know he will add further distinction to an already distinguished Second Circuit Court.

There are those . . . a small few . . . who are opposed to his nomination. An American Bar Association Committee has reported that it is opposed to Mr. Meskill's appointment. Their objection is based on the reason advanced that Mr. Meskill has but limited trial court experience. Does this Committee of the Bar

Association overlook the far greater "trial" experience that Mr. Meskill has gained and mastered in public office and service dealing with the everyday trials, challenges and problems of American life and society? I can assure you, and the American Bar Association, that the countless and often unexpected challenges that I have encountered in public service have been far more demanding and exacting than any that I faced when I worked in the trial courts. Does the American Bar Association honestly believe that the trial lawyer cross-examining a cab driver in an automobile accident case—or a wife in a divorce case—or the corporation lawyer claiming a patent is bad—have to make any greater or demand judgments than a United States Congressman; the Mayor of a large Metropolitan City or the Governor of the State of Connecticut? I submit, Mr. Chairman, that the lights that burn late at night in some public office building are seldom noticed and, when it's all over, the objection is made that Tom Meskill hasn't had too much trial experience. He has had better. He has had, and mastered the problems and experiences of life, society, and its needs. To me, when a person masters these, he is then . . . and only then . . . really qualified to judge the everyday problems and conflicts of society that end up in our courts.

As I hinted earlier, I speak from respect and admiration for Tom Meskill as well as from personal similar experience. I am a lawyer by profession and I was considered a good trial lawyer. I also entered public service, and I have been honored by the confidence of the people in my home city and my home state. The challenge of crisis . . . decision and understanding . . . has been more demanding of me in public service than ever in the trial court. I would certainly look with suspect upon anyone who would in my years ahead object to my being considered for a judicial appointment because I interrupted my legal practice to serve as a Mayor and Governor . . . at great financial sacrifice.

What causes me to be critical of the objection made by the Committee from the American Bar Association is that Mr. Meskill is not being nominated to a judicial position in a *trial court* . . . but instead . . . to an *appellate court*. History has proven beyond dispute that most of our greatest appellate court judges have had very little, and in some cases no trial court experience at all. The role of an appellate judge is to dedicate himself to a service of knowing and interpreting the law. The late Justice Sutherland in *West Coast Hotel Co. v. Parrish*, 300 U.S. 379 at 404 referred to the appellate judicial function as being that of "interpretation." What our judiciary needs and demands is intelligent . . . impartial and honest men, dedicated to the philosophy that this nation, with all its problems, is still the greatest nation that God has ever permitted to exist on His earth. Judge Cardozo perhaps said it best in "Growth of the Law", 59.

The most important thing about a man is his philosophy . . . this, if not true for everyone is true at least for judges.

Judge Douglas wrote in "We the Judges", at page 255, that judges must be more than lawyers, they must be statesmen as well.

Tom Meskill is a lawyer, well trained and versed in the law. He is a statesman well trained and versed in the everyday problems and challenges of society. No one can question his intelligence, character, love of America and the accomplishment of his public service . . . to his city . . . his State and to the Congress of the United States.

I respectfully urge your favorable consideration of his nomination from the President of the United States. He will be an excellent judge.

I am reminded that Judge Felix Frankfurter, who incidentally had only limited trial court experience before joining our Supreme Court, and who in writing of another great judge, also with limited trial court experience, said in "*Mr. Justice Holmes and the Constitution*", 41 Harvard L. Rev. 127.

Not anointed priests, but men with proved grasp of affairs, who have developed resilience and spaciousness of mind through seasoned and diversified experience in a work-a-day world, usually in public life, are the judges who have wrought abidingly on the Supreme Court.

I commend to you, the confirmation of Tom Meskill.

Governor NOEL. Thank you, Mr. Chairman.

I would like to point out to you that I am not here in a partisan capacity, because Governor Meskill and I differ in our political beliefs. And it has been rumored that we also differ somewhat in our ideological beliefs. I am here to testify on his behalf because I had a

great opportunity to come to know him as a man and as a public servant during the last 2 years. I served with Governor Meskill as a member of the New England Regional Commission, as a member of the New England Governor's Conference, and as a member of the National Governor's Conference and, coming from an adjoining State, we have had many opportunities to discuss common problems and to share some of our thinking in reference to ways to deal with the very vexing problems that face State governments today. And I feel that he is a great American, and eminently qualified to continue his public service in this new capacity as a member of the circuit court of appeals.

He has the academic qualifications, he has the legal experience, but, beyond those qualifications, he has a fantastic range of experience that comes through years of dedicated public service, as a mayor of Bridgeport, Conn., as a Congressman in the Congress of the United States, and as the Governor for 4 years of the great State of Connecticut.

And I submit, Mr. Chairman and members of the committee, that it is that public service experience that qualifies him the most for the position that you are considering.

I practiced law actively for 10 years before leaving the practice to become a public servant. I was an active trial court lawyer and spent most of my 10 years in the courtroom as a trial lawyer. I look back on that experience and I look back on the 8 years of experience that I have had as the mayor of a large city, and as the Governor of my State, and I feel that the experiences and the knowledge that I have gained in public service would more eminently qualify me for a judicial position than would the 10 years that I spent in the courtroom as a trial counsel.

I know that there is some opposition to Governor Meskill's appointment. Some of it stems from some of the difficult decisions that he had to make when he served in the executive branch of Government, and I submit that in this day and age—and States do not have the luxury of being able to engage in deficit spending—when Governors are trying to meet human needs and match those needs with ever shrinking resources, then some of the decisions you are called upon to make of necessity create some objection in the minds of some.

I know that the bar association has said that the Governor does not have adequate trial court experience, and as I point out in my testimony, there are others who share my belief that trial court experience does not necessarily qualify one, especially for a position on the appellate court.

I point out that in *West Coast Hotel Company v. Parrish*, 300 U.S. 379, at page 404, the late Justice Sutherland referred to the appellate judicial function as being that of "interpretation."

Judge Douglas wrote in "We the Judges," at page 255, that Judges must be more than lawyers, they must be statesmen as well.

And in my testimony, I point out that Judge Felix Frankfurter, who incidentally had only limited trial court experience before joining our Supreme Court, when writing about another great judge, also with very limited trial court experience, said in "Mr. Justice Holmes and the Constitution," 41 Harvard Law Review 127,

Not anointed priests, but men with proved grasp of affairs, who have developed resilience and spaciousness of mind through seasoned and diversified ex-

perience in a work-a-day world, usually in public life, are the Judges who have wrought abidingly on the Supreme Court.

For those reasons, Mr. Chairman and members of the committee, I commend to you the confirmation of Tom Meskill, and I stand ready to amplify upon my testimony or answer any questions that you or members of the committee may have.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I have no questions at this time.

Senator BURDICK. Senator Scott?

Senator SCOTT. Governor, I note what you have said about some famous and historically eminent judges who have had more limited trial court experience than others. I would suggest this would be true, for example, among those names who come readily to mind, Justices Douglas, Minton, Frankfurter, Holmes; and on the circuit court I suppose the most brilliant judge who ever served there, certainly one of the most brilliant, Judge Learned Hand, also came to the court with very, very limited trial court experience.

What law schools do you have in the State of Rhode Island?

Governor NOEL. We do not have room in that tiny State for law schools.

Senator SCOTT. I was thinking that you might have one at Brown.

Governor NOEL. For years we had a law school which was an extension of Northeast University. I attended Georgetown University Law Center here in Washington. Many of our young people attend the schools in Massachusetts, Boston University, Boston College, Harvard, Suffolk University, Yale Law School. Those are the schools that serve most of our aspiring young attorneys.

Senator SCOTT. I suppose you are familiar generally with the fact that Governors who do have law schools within their States do not always agree with the law schools or the faculty as to the appropriations or the elevation of one department over another. And I suppose that among the Governors in your Conference you have heard that, have you not?

Governor NOEL. Senator, in these times when our Constitution prohibits us from deficit spending, a luxury that I note is available to our President and the Congress, Governors do not agree with anybody when it comes to appropriations. We just do not have enough money to meet the needs of any department, whether it is in higher education, whether it is in the welfare system, any of the great human needs, there just is not enough dollars to spread around, so we have the same kinds of conflict in my State with the University of Rhode Island, with Rhode Island College, with Rhode Island Junior College, that we are never able to give them the kind of resources that they want, nor the kind of resources that we would like to be able to appropriate.

Senator SCOTT. And when you as Governor disagree with the activities of the colleges in your district, it is not entirely pleasing, I take it, to the members of the faculties of those colleges affected if they find that their functions are limited or truncated by the Government decision?

Governor NOEL. No; and that is the natural reaction, because they are the advocates for higher learning, and they are in there fighting to do what they think is right, and so there is always that kind of a bitterness and a disagreement.

Senator SCOTT. I was just thinking of the reaction of a number of faculties of the Connecticut School of Law, and we will bring out later the numerous run-ins they had with the Governor. One suspects that perhaps the opposition to Governor Meskill is based on the fact that they first could not get all of the funds they wanted from the Governor, and second they disagreed with the Governor's attitude toward, among other things, the legal clinic, the clinic in the Law School, and while you do not have a law school, it does not come as a surprise to you, I take it, that members of the faculty of the school are not always pleased with the Governor's decisions relating to schools?

Governor NOEL. A quick perusal of the Providence media would show that I am in the same circumstance as former Governor Meskill found himself in when I had to make those decisions for my State and, of course, that would hold true for the Nation.

Senator SCOTT. I think that this committee ought to look into the motivation here, among other things, and I wanted to have that little colloquy with you.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. Thank you, Mr. Chairman.

Governor Noel, it is a pleasure to have you with the committee, and although I do not serve on this subcommittee, I deeply appreciate the fact that the chairman would recognize me for questions.

Governor Noel, did you ever practice law with Governor Meskill? Have you ever been associated with him?

Governor NOEL. No; I never have.

Senator TUNNEY. Do you have from your personal knowledge any understanding at all of his legal background?

Governor NOEL. Only the academic qualifications that are available in written testimony submitted by others and by myself. I have knowledge of his understanding of the law because of the close association with him as a fellow Governor.

I had one occasion to go through Europe with Governor Meskill, and it was one of those kinds of trips when I was with him, 10, 14 hours a day, and you have occasion to discuss many things, and we discussed extensively the law, because at that time he was contemplating his retirement from public service and among other options the possibility of returning to the practice of law. And I think I had an ample opportunity to test his legal thinking and to see just what qualifications he did possess.

Senator TUNNEY. Are you a lawyer yourself?

Governor NOEL. Yes; I am.

Senator TUNNEY. What has been your experience in the law? Have you had the opportunity to try many cases yourself?

Governor NOEL. I was a trial attorney, Senator. I practiced for almost 10 years, started my own business when I graduated from Georgetown Law School, and while I was at law school, I might say, I worked in the U.S. Senate as a mail boy, used to deliver the Senators' mail.

I went back to Rhode Island and opened a one-man law office, and when I left the practice to become the mayor of Warwick, which was a full-time responsibility, at that time I had four other attorneys and several clerks and secretaries working for me and I had a very extensive practice.

During those 9 years I would say that I spent as much time in the courtroom or perhaps more time in the courtroom than I did in the office. I would say that I was a trial attorney foremost.

Senator TUNNEY. Did you have many cases on appeal?

Governor NOEL. Not in the U.S. circuit court of appeals. I had the kind of an everyday practice where you represent working-class people. I did not have those large corporate clients that bring you into those forums, but I did do appellate work in the Rhode Island Supreme Court and some limited work in the U.S. district court of appeals for that district.

Senator TUNNEY. From your experience as a trial lawyer, and from your experiences as a lawyer in the office as well as in the courtroom, you know, do you not, the importance of having judges both in the courtroom as trial judges and in the appellate division who have had experience with the law?

Governor NOEL. Yes; I do.

I think though, that any suggestion that trial experience is a qualifying factor is a misstatement. I tried successfully cases that I did not know existed until the night before trial began, because we had counsel to prepare the material and to prepare the trial brief, and we would sit for a couple of hours with those that had done the preparation, and then go in as the advocate.

So the role of the trial counsel, although a very glamorous role, to suggest that one's ability and experience as a trial lawyer qualifies him for the bench I think is a gross overstatement. Some of the best trial lawyers that I knew and worked with had the least knowledge and depth of the law, and the people that were responsible for the preparation of the trial briefs and the preparation of the case for presentation before the court were the ones that had the most knowledge of the law.

So I just think that it is a mistake to emphasize trial experience.

Senator TUNNEY. You do not think that trial experience is an important factor?

Governor NOEL. I think it is very helpful if you are a trial judge trying cases, because you have to make instant decisions on questions of the admission of evidence, questions of law, so that trial experience seems to me to be more important for someone who is going to be on the trial bench than it does for someone who is going to be in an appellate court, because that is a more studious role, and you are not out there where the action is.

Senator TUNNEY. Do you think that having had the opportunity to try a case before an appellate court is important as a qualification for an attorney who may be elevated to the Appellate bench, or is that unimportant, too?

Governor NOEL. No, I think it is a factor, because I think if someone has had the experience, then obviously he has been through the exercise, if he wrote his own brief, which is seldom the case, of doing the legal research necessary and then preparing a written argument, and what you do before the appellate court really is what I did in my testimony this morning, is submit your testimony in writing, and then you sort of argue the overview and answer the questions of the appellate judges.

So that certainly that kind of an experience would be, I submit, not a must, but it would be something to be considered.

Senator TUNNEY. Appellate judges spend most of their time writing opinions, do they not, when they are not listening to oral arguments?

Governor NOEL. I do not want to sound disrespectful, but I hope that they spend most of their time reading the briefs and reading the law and then the second-most major commitment of time would be writing the decision. And then I think they spend the least amount of time, attentive time, listening to argument, because the arguments usually follow the briefs.

Senator TUNNEY. Right. Of course, we assume they do research before they write their opinions, but the cerebral process of reading the briefs, doing the research and writing the opinions is the job of an appellate court judge; is it not?

Governor NOEL. As I see it, yes, sir.

Senator TUNNEY. And therefore, having had experience as a trial attorney, experience as an attorney, writing briefs for appeal would be an important qualification; would it not?

Governor NOEL. Yes, I think that is a qualification.

Senator TUNNEY. To serve on the appellate court?

Governor NOEL. I think that that is a qualification, but I also believe firmly that if a man has a good basic education, and has an understanding of justice and how it should be dispatched, it does not take much to learn how to read and research the law, and to analyze briefs and to write opinions. I think that there are many, many people qualified for appellate work and I think it is a real overstatement when you try to build this kind of a case that says you have to find some special person with some special capability. To me—maybe the law came easy to me—but to me it does not seem like it would be such an awesome understanding.

Senator TUNNEY. Do you know what the major case load of the second circuit court consists of?

Do you know what the kinds of cases are that come before that circuit, Governor?

Governor NOEL. I have never reviewed their caseload. I have experience in our district, and I would assume that it is similar. In this day and age, Senator, much of the caseload, although I cannot itemize this testimony, much of the caseload deals with matters that would involve the U.S. Constitution, and many of them, unfortunately, involve challenges to State and local government. And one of the great problems that we have in this Nation is that we have judges sitting on those courts who have never been a councilman, who have never been a Congressman, who have never been a mayor, and who have never been a Governor, and when those cases come before them they have begun, I submit, to invade the administrative responsibility and make some decisions that then impose great burdens on State and local governments.

And I think it is really important, especially in that range of cases, to have a man that has been a Congressman, to have a man who has been a Governor, the mayor of a city, to determine those cases. And that portion of their caseload has been growing dramatically in the last 10 years.

Now the rest, I do not know what other cases they would have.

Senator TUNNEY. I speak from some personal knowledge, because I am a member of the Bar of New York, and I practiced law in New York City prior to the time I moved to California. The second circuit has, as its major area of interest and caseload, commercial transactions, patent law, admiralty law, antitrust cases, security cases, very highly specialized areas of the law that require great legal scholarship. I find it difficult in my own mind to make a conclusion that knowledge of the law and experience in writing appellant briefs or doing legal research is immaterial, or is a relatively unimportant factor, as a qualification for being a circuit court judge on that second circuit.

Governor NOEL. I hope you do not construe my testimony to have been that. Certainly I think knowledge of the law and experience is a factor to be considered.

But what I submit to you, Senator, and to the members of this committee, is that to limit your attention to those kinds of qualifications would be a serious disservice, not only to Tom Meskill, but to the Judiciary itself.

Senator TUNNEY. What I am suggesting is that a person can be an outstanding politician, an outstanding Congressman, an outstanding Governor, and not be qualified to be on the second circuit court of appeals.

Governor NOEL. That is possible. But I think it is hardly likely.

I am the Governor of the State of Rhode Island, and the people have vested me with the responsibility for appointing the superior court judges, for appointing the family court judges, and for appointing the district court judges.

Now, if the people of my State—and I got 78 percent of the vote last time out—if they think I am qualified to appoint those judges, I submit that I would have to have some kind of strong case going should I ever happen to want to become a judge myself.

Senator TUNNEY. Is that not like saying that the President has the power to appoint a science adviser and therefore he should be qualified to build an atomic bomb? Is that not the kind of argument you are making?

Governor NOEL. Not really. Tom Meskill is a graduate of an outstanding legal institution. He practiced law. He was corporate counsel to the city of Bridgeport. So that in addition to what I submit is a wealth of experience he has gained through handling the most responsible public office in the State of Connecticut for 4 years, in addition to those experiences and qualifications, he does have some legal education, some legal experience and background, and it is the combination of all of those that motivates me to appear today to testify on his behalf.

Now if he had not graduated from a law school, or if he had no understanding or feeling for the law, I would not be here testifying on his behalf.

Senator BURDICK. Thank you, Governor.

Governor NOEL. Thank you very much, Mr. Chairman.

Senator BURDICK. The next witness will be the Honorable William R. Cotter, a Member of the House of Representatives.

TESTIMONY OF WILLIAM R. COTTER, U.S. REPRESENTATIVE FROM CONNECTICUT

Mr. COTTER. Thank you very much, Mr. Chairman and members of the committee.

I appear before the subcommittee to speak in support of Governor Meskill.

I want to state at the outset that as a nonlawyer I feel it would be presumptuous for me to speak to the issue of the nominee's professional qualifications. I feel that is the province of other witnesses and ultimately your sound judgment.

I think the record should show that Governor Meskill and I have been at odds politically and on a host of issues. I have, for instance, been highly critical of his transportation policies, particularly the construction of Interstate Highway 291 in the Hartford area.

Given the fact that a substantial number of my constituents are likewise not pleased with his policies, I suppose the politically expedient thing for me to do would be to refrain from commenting on this nomination.

Nevertheless I feel that the subcommittee should hear from those who despite political and issue differences can still speak positively about an individual.

I have known Tom Meskill since the late 1940's when we were both students at Trinity College in Hartford. I recall him then as a very bright, personable, and very determined young man. And though we have pursued different paths since then, we have maintained contact and I consider him a friend today.

Whenever we have differed politically or on issues there has never been acrimony or personal recriminations. Tom Meskill is a man of character, integrity, and understanding. From my own observation, he has conducted himself as mayor of New Britain, as Congressman from Connecticut's 6th District, and as Governor of Connecticut, in a principled, ethical, and honorable manner. And despite the demands of public life, Tom Meskill has, with his lovely wife Mary, raised a wonderful family.

Apart from his professional qualifications, which others will address, I feel that Tom Meskill, the man, deserves confirmation. It seems to me that Mr. Meskill's broad experience in government has equipped him to be a member of the U.S. Court of Appeals. Few men his age have attained so many and such great honors and in so short a period of time.

Mr. Chairman, that concludes my testimony, and if you have any questions I would be delighted to respond.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I have no questions. I just want to express my appreciation for your appearance here.

Mr. COTTER. Thank you, sir.

Senator BURDICK. Senator McClellan?

Senator MCCLELLAN. I have no questions.

Senator BURDICK. Senator Scott?

Senator SCOTT. I have no questions. Thank you very much.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. I have no questions. Thank you very much.

Senator BURDICK. Thank you, Congressman.

Our next witness will be Hon. Ronald Sarasin, a member of the House of Representatives.

TESTIMONY OF RONALD A. SARASIN, U.S. REPRESENTATIVE FROM CONNECTICUT

Mr. SARASIN. Good morning, gentlemen.

Mr. Chairman, my name is Ronald Sarasin, the U.S. Representative from the 5th District of Connecticut.

I am pleased to appear before this committee to add my support to the nomination of Hon. Thomas J. Meskill, former Governor of Connecticut, to fill a vacancy on the U.S. Circuit Court of Appeals.

I speak from a vantage as a friend, fellow attorney and political colleague of Governor Meskill. In the many years I have known him personally and professionally, I have developed a great respect for his intellect, his integrity, and most importantly, his devotion to the law.

I worked closely with Tom Meskill during my term as assistant minority leader of the Connecticut House of Representatives and know him to be a man of outstanding ability who was successful in reestablishing fiscal integrity in our near-bankrupt State, a goal he reached by balancing tough decisions with compassion.

Tom Meskill's entire background contributes to his qualifications to serve in the judiciary. He is a self-made man who is sensitive to the problems and aspirations of all citizens whatever their economic or social status. Certainly our courts need people with this rich experience and professionalism.

It is this breadth of experience that is important in your consideration of Tom Meskill. The high office of Governor of Connecticut is only the latest in a long record of accomplishments and service in his community, in the U.S. Air Force, as chief legal officer and then as mayor of this native city and as a Member of the U.S. House of Representatives. While in Congress, he was a member of the House Judiciary Committee, in itself unique and valuable experience for a judge. You have the record of his accomplishments before you and I'm sure you cannot deny that it is impressive—not only from the evidence of prestigious accomplishments but also the quality of service and plain hard work.

I am aware of the point of view of the American Bar Association that a judge on the circuit court of appeals must have a great deal of trial experience. And I understand that the ABA has withheld its endorsement of Governor Meskill on that basis.

While the American Bar Association does indeed serve a useful purpose as another input to your consideration of judicial nominations, I am not persuaded by its arguments in this instance. A judge on the circuit court of appeals must be able to analyze the facts, evidence, and law in each case, away from a highly charged or emotional courtroom atmosphere. The ability to determine the propriety of the application of law to the facts and the adequacy of procedural safeguards in each case is the paramount characteristic we should seek in a circuit court of appeals judge. I believe Tom Meskill has this ability.

The ability to communicate effectively both orally and in writing is also deemed desirable. Tom Meskill certainly has proven his ability to communicate. As you note, he was editor of the University of Connecticut Law Review, not an easily obtainable recognition or easy task as all fellow attorneys and law students will admit.

I am among many who want to see more diversity and balance on the U.S. Circuit Court of Appeals. I do not want experienced and qualified public servants like Tom Meskill disqualified because they may not meet some arbitrary test of a private organization which is not answerable or accountable to any electorate for their actions.

The appointment of judges by the President with confirmation by the Senate must be preferred to any other known method. With few exceptions, this system has given us a devoted, respected, and honest Federal judiciary. I cannot accept the substitution of the judgment of a private organization for that of the constitutional process.

This seat on the circuit court of appeals has been vacant for too long. We cannot continue to deny our citizens the service of a judge particularly when it is common knowledge that there are backlogs in the courts.

I, therefore, urge the confirmation of former Gov. Thomas Meskill to the U.S. Circuit Court of Appeals.

Thank you, Mr. Chairman.

If there are any questions, I will be pleased to respond.

Senator BURDICK. Thank you.

Senator Hruska?

Senator HRUSKA. I have no questions.

Senator BURDICK. Senator McClellan?

Senator McCLELLAN. I have no questions.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. I have no questions.

Senator BURDICK. Thank you, Congressman.

The next witness is the Honorable Stewart B. McKinney, a Member of the House of Representatives.

TESTIMONY OF STEWART B. McKINNEY, U.S. REPRESENTATIVE FROM CONNECTICUT

Mr. McKINNEY. Thank you, Mr. Chairman, for allowing me this opportunity.

I am Stewart B. McKinney, U.S. Representative from the 4th Congressional District of Connecticut. I will assume that my letter to this subcommittee of September 17 is still on file, and so I will limit my remarks.

Senator BURDICK. It will be printed as part of the record.

[The letter referred to follows:]

HOUSE OF REPRESENTATIVES,
Washington, D.C., September 17, 1974.

HON. JAMES O. EASTLAND,
Chairman, Senate Committee on the Judiciary,
Dirksen Senate Office Building,
Washington, D.C.

DEAR MR. CHAIRMAN: Let me take this opportunity to state my strong support for the nomination of Thomas J. Meskill to be a Circuit Judge for the United States Court of Appeals for the Second Circuit.

If confirmed by the Senate, Governor Meskill would bring to the bench a distinguished record of public service and dedication to the law which would

enhance the prestige of that Court, for which he is eminently well-qualified. Since law school, where he served as Editor of the Law Review, he has dedicated his career to making our system of laws work. As a state legislator, mayor and city attorney, he gained practical experience with the effect of law on people at a local level. As a member of the House Judiciary Committee for four years, he confronted head-on the problems which confront our judicial system nationally and responded in a manner which indicates his personal dedication to the ideal of "equal justice under law." And finally, since 1971, he has been serving as Governor of Connecticut, where he has daily confronted the problems of making the law work, of guaranteeing justice to every citizen, and of bringing to every issue an attitude of openness and integrity.

Such a record leads to the inescapable conclusion that Thomas J. Meskill is a man of fairness, integrity, impartiality, intelligence, and experience—qualities which I consider essential in a judge. If confirmed by the Senate, he would bring to the bench a background of experience at many levels, a broad understanding of the problems of legal administration, and a profound sensitivity to the way the law affects each and every citizen. In my opinion, he would make a superb judge in the great tradition of the Second Circuit.

In closing, I would merely like to note that two of our greatest Chief Justices, Charles Evans Hughes and Earl Warren, went directly to the bench from the governor's chair. The Second Circuit would be equally well-served by the confirmation of Thomas J. Meskill as Circuit Judge for the United States Court of Appeals for the Second Circuit.

Sincerely,

STEWART B. MCKINNEY.

Mr. McKINNEY. I think that Tom Meskill, ever since he went to law school and was editor of the Law Review, has dedicated his career to the most important part of our laws, making them work. He has been a state legislator, he has been a city attorney, he has been a congressman on the Judiciary Committee where he was confronted with the length and breadth of the problems of the judicial system of our country.

In addition to that, he has had one of the most difficult jobs in the United States today, that of being a Governor. I sometimes think that Governors, mayors, and university presidents, must have within their system a desire for punishment. Without question, the job of being a mayor or a Governor today, under the Constitutional limitations of a State such as Connecticut, is one where a man is constantly confronted with judging the law, with judging priorities, and with judging the limitations of his power, his ability to help within the limitations of his budget and his constitution.

I personally feel inescapably that Tom Meskill is a man of fairness, integrity, impartiality, sincere intelligence and experience. If confirmed by the Senate, I think he would bring to the Bench a background, a broad understanding of the problems at every level of legal administration, a profound sensitivity to the ways laws affect people and laws affect government.

I believe that this would make him a superb judge on the Court of Appeals.

Mr. Chairman, I am not a lawyer. My Yale education ended at the undergraduate level. But I have been the minority leader of this State of Connecticut. I have been a Congressman now for two terms, starting on the third. I have known Tom Meskill for all of this period. It is no secret to you, since you sit in the Senate, that the Republican Party is a party of vast discrepancies and many, many philosophical backgrounds. It is no secret in the State of Connecticut that Tom Meskill and I certainly do not share too many philosophical areas of agree-

ment. But I have dealt with Tom as a Congressman, I have dealt with him as a Governor, and I have found his performance in all areas to be knowledgeable, discerning, and wise. I myself would never want to make the decisions that he has had to face as Governor of the State of Connecticut over the last 4 years.

I remember when the Governor of California, Earl Warren, was appointed to the Supreme Court. I read with great concern editorials in the New York Times, Time magazine, Life magazine, stating that Earl Warren would be a disaster on the Supreme Court of the United States, that he was a conservative, that he was inexperienced, that he did not have a knowledge of the law. It is my opinion that Earl Warren was one of the greatest Supreme Court justices that we will see in this country.

I would add that Charles Evans Hughes arrived at that same position from a Governor's seat. It appears to me that there is no one better qualified to judge the effect of law, to judge the earnestness of the different cases and the priority of law than a man who has had to administer the law, to make it work, and make those decisions throughout his political career. And in Governor Meskill's case, this has been a long career.

I have served with a great many lawyers, well over 300, I believe, in these two bodies. I do not feel that their law school education has added more to their background than the work that they have been involved in as a Senator or as a Congressman. I do not think that there is anywhere that you can better evaluate the truth of the law than making it, or administering it, or finding the priorities of it.

I think Tom Meskill is superbly qualified to be a Judge on the Appeals Court.

Senator BURDICK. Thank you.

Senator HRUSKA?

Senator HRUSKA. I have no questions, Mr. Chairman.

Senator BURDICK. Senator McClellan?

Senator McCLELLAN. I have no questions.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. I have no questions.

Senator BURDICK. Thank you for your contribution.

Our next witness is Lawrence E. Walsh, president-elect of the American Bar Association.

Welcome to the committee.

TESTIMONY OF LAWRENCE E. WALSH, PRESIDENT-ELECT, THE AMERICAN BAR ASSOCIATION

Mr. WALSH. Thank you, sir.

Mr. Chairman, members of the committee, on behalf of the association, I thank you for this second opportunity to appear before you, and I should like to incorporate again in these hearings the testimony already given by Mr. Sutro and Mr. Connelly on behalf of the American Bar Association last September.

Senator BURDICK. It is a part of the printed record.

Mr. WALSH. Thank you.

In appearing here today, it is the wish of the board of governors and the officers of the association to express our solid support for the unan-

imous report of the American Bar Association's standing committee on the Federal judiciary. We support it completely, and any suggestion that this represents a narrow segment, or a provincial segment of our profession, we would like to do our best to dispel.

It is with regret that the association takes a position against a personable and attractive public officer, public servant, and we do so only as a part of our service to this committee which we have attempted to render over the years.

We have never suggested that our judgment or our conclusion as to the fitness of a person under consideration should have any controlling effect. It is only as good as the reasons which support it. We have never asked that it be any other way. We do not want it to be any other way, and we therefore simply go to our reasons.

The question here is not as to the ultimate promise of an individual. It seems to me that the principal question—and Mr. Chairman, if I might, I would like simply to file my statement and try to summarize it as much of this ground has already been covered.

Senator BURDICK. It will be received.

[The prepared statement of Mr. Walsh follows:]

AMERICAN BAR ASSOCIATION TESTIMONY BY LAWRENCE E. WALSH, PRESIDENT-ELECT, IN OPPOSITION TO THE NOMINATION OF GOVERNOR THOMAS J. MESKILL TO BE A JUDGE OF THE UNITED STATES COURT OF APPEALS OF THE SECOND CIRCUIT

The American Bar Association respectfully requests this opportunity to incorporate in these hearings the testimony and exhibits presented by its witnesses at hearings regarding Governor Meskill held on September 17, 1974. I should also like at this time to expand upon the opposition to this nomination previously expressed for the American Bar Association. In doing this, I speak for the other officers of the Association and for its Board of Governors in order to express the solid support of the Association for the unanimous conclusion of its Standing Committee on the Federal Judiciary—that Governor Meskill is not qualified to hold this judicial office.

The first ground for opposition is that Governor Meskill is essentially untrained for the exacting and important work of the Second Circuit. He has had substantially no appellate experience. We understand that he has never argued an appeal or written an appellate brief. We have accepted his own statement as to his trial experience but in substance it demonstrates he has never tried a case of significance. We have not been able to find any compensating professional achievement to offset this lack of litigation experience.

The type of case presented to the Court of Appeals, particularly the Court of Appeals of the Second Circuit, is frequently of the most difficult nature. Complex commercial transactions, patent, admiralty, antitrust, and Securities Act cases greatly preponderate over simpler types of accident cases. The cases which Governor Meskill has tried and the simple bankruptcy matter in which he participated would be unlikely to reach the Second Circuit. So far as we have learned, he has never been responsible for the legal work on a matter of the difficulty and complexity which reaches the Second Circuit.

Governor Meskill has been good enough to call the Committee's attention to certain of his activities as Governor—to veto memoranda which he has signed and to certain litigation growing out of his activities as Governor. He suggests that as Governor it was his responsibility to make the ultimate decision for the executive branch of government in these matters which involved questions of law. Quite properly he does not suggest that it was he who analyzed these questions of law in the first instance or that he had the primary responsibility for this analysis. He relied on the appropriate State departments and, we assume, upon his own staff. Although the Association firmly believes that high public office is a valuable experience in developing judgment as to the use of governmental power and in the evaluation of conflicting points of view, it does not believe that it is a substitute for an adequate grounding in the skills of litigation or other professional skills necessary to the analysis and decision of

the type of case arising in the Second Circuit. These cases require the most sophisticated legal analysis and this in turn requires fresh and extensive exposure to the practice of law.

I know it is unnecessary to labor the importance of the Second Circuit Court of Appeals to the New York metropolitan community and to the Nation. It is, for all practical purposes, the court of last resort for the most important commercial and financial problems of one of the great financial centers of the world. Even as to those very few cases which go to the Supreme Court, the Second Circuit frequently supplies the last opportunity for a consideration of the more technical questions of law and for the analysis of the complicated issues of fact presented by major transactions. It is not a court in which the instincts and judgments of a political scientist are of primary help. It is not a court in which broad politico-legal questions preponderate over the refined and complicated narrower questions requiring the skills of a sophisticated lawyer.

In addition to Governor Meskill's lack of training, possible questions have been raised as to his judgment and propriety in allegedly condoning the use of public office for political favors. The investigation by the Appropriations Committee of the Connecticut General Assembly into state leases during Governor Meskill's administration has demonstrated certain reprehensible practices.

The Department of Public Works, instead of buying property for its own use, took long-term leases on privately-owned property of persons recommended by former Republican State Chairman J. Brian Gaffney. The owners of these properties were first given inside information as to the future needs of this Department. With the advice of Department officials, these persons built or rented facilities to be leased to the State without competitive bidding. Some of these leases represented more than \$1,000,000. Among the principal beneficiaries of this policy were Mr. Gaffney's uncle and Mr. Gaffney's next door neighbor.

The Sub-committee on Leasing of the Connecticut General Assembly's Joint Committee on Appropriations reported (pp. 12-13) :

* * * This competitive setting was, more often than not, utterly destroyed by the actions of State employees, appointed or elected officials, or highly placed political persons. * * *

According to the Sub-committee the State of Connecticut, as a result, paid rents far in excess of value and landlords without political connections had little chance of success (Ibid. 13). The State ended up with undesirable leases because of the political connections of the landlord (Ibid. 15). In several instances the rental was over double that paid for comparable facilities (Ibid. 23-24). In each case such leases were awarded without competition to landlords who were active politically or closely associated with high ranking political and State government authorities (Ibid. 23-24).

State Senator George Gunther testified publicly and under oath that he became so disturbed by this practice that in May of 1972 he called on the Governor to complain about the "rip-off" involved in one of these leases—the one to State Chairman Gaffney's uncle. The Governor, according to Senator Gunther, declined to take any action to change the practices and accused Senator Gunther of trying to help the Democrats wash dirty linen. Senator Gunther testified that he was only able to get an appointment with the Governor by threatening to make his information public. He further testified that he was subject to threats and intimidation by his town leader who said he was acting at the direction of "people upstate," which to Senator Gunther meant Governor Meskill or Mr. Gaffney.

According to the newspapers Governor Meskill first denied talking to Senator Gunther about these leases. He later admitted talking to Gunther after it was supposedly too late to stop the lease; he stated that Senator Gunther was not specific in his complaint. The records show that his conversation with Senator Gunther occurred after a letter of commitment had been signed but before the lease was executed. Senator Gunther's testimony is corroborated by a letter which he sent Governor Meskill less than two weeks after the meeting, in early June 1972. Governor Meskill has not testified publicly regarding these charges.

Recently, Governor Meskill over the objection of the Connecticut State Bar Association appointed Mr. Gaffney, the alleged central figure in these leasing practices, to be a State Judge.

The Connecticut legislative sub-committee recommends that these leasing practices of Governor Meskill's administration be hereafter made criminal

(Ibid. 21). This suggests that whether or not the practices were unlawful when Governor Meskill allegedly condoned them, they were sufficiently reprehensible to be made crimes for the future.

Under these circumstances, the Standing Committee on the Federal Judiciary of the American Bar Association has reopened its investigation of Governor Meskill. It has not yet been able to secure the minutes of the Hartford hearings, but it will do so as soon as they are available.

The Connecticut Sub-committee's report will be handed up at the hearing unless it has already been received by the Judiciary Committee of the Senate. This report does not attempt to draw conclusions as to the legality of the action of any individual, including Governor Meskill. It states, however, that it is to be followed by an appendix which will detail all of the known facts regarding the fifty-four leases studied by the Sub-committee (Ibid. 23). This appendix is expected about February 1, 1975. When it becomes available, the Standing Committee on the Federal Judiciary of the American Bar Association intends to proceed with its investigation into the facts contained therein insofar as they relate to Governor Meskill.

The Connecticut Sub-committee further reports that other complaints regarding leasing practices were received which it lacked time to investigate. It recommends a "follow-up" on these complaints. To the extent that such an investigation will bear upon the fitness of Governor Meskill, the American Bar Association will follow up any information which can properly be given to it.

The Association of the Bar of the City of New York has already made its own preliminary investigation as to these leasing practices and it also plans to continue this investigation. We shall of course undertake to avoid duplication of these investigations. It is obvious that waste and useless duplication cannot be avoided unless we can wait the publication of the appendices to the Connecticut Sub-committee's report.

In a public statement on the night before the Judiciary Committee of the Senate last considered Governor Meskill's nomination, the Connecticut Sub-committee reserved the question of Governor Meskill's judgment and propriety. The judgeship for which Governor Meskill has been nominated is lifetime judgeship. Once confirmed, he could only be removed by impeachment, an unwieldy and inefficient process. We have recently suffered the embarrassment of former Governor Otto Kerner who was appointed to the Court of Appeals for the Seventh Circuit and continued to hold his office for a period of over two years after he had been indicted and convicted of a Federal crime committed during his term as Governor. This experience, if it were needed, demonstrates the unquestionable wisdom of full investigation before confirmation where there are charges of impropriety. We do not now suggest that Governor Meskill has been guilty of illegal conduct. That is not the question. We earnestly urge that there are unanswered questions relating to the Connecticut investigation and that these questions should be answered before there is any vote on confirmation. We urge this in fairness to the Senate, to the Court, to the public, and to Governor Meskill himself.

We accordingly most respectfully request that these hearings be continued and adjourned until March 1 to enable the interested bar associations to complete their investigations of the facts contained in the appendices to the Connecticut legislative report. We further request in the interim that the Federal Bureau of Investigation be directed to conduct a meaningful investigation into these facts so that this Committee may have the advantage of information received under the sanction of Federal law rather than being forced to rely upon the work of two volunteer bar associations acting without the power of subpoena or sanction of perjury.

MR. WALSH. The question here is not the ultimate promise of an individual. The question is, really, when is a man fit to become a member of the Court of Appeals of the Second Circuit? To us, particularly those of us from New York, we regard this as one of the great courts of the world. It is second to the Supreme Court in hierarchy, but in terms of the men who have served on this Court, in terms of its responsibilities to our community, in terms of its traditions, and in terms of the work expected from it, we regard it as second to none.

Is this the place, then, where a man who has had an interesting career in Congress and as a Governor, is this where he should start his judicial career? That seems to be the underlying question here.

We have heard references made to Judge Hand, Learned Hand, who was a genius. He served fifteen years on a district court before he went to the second circuit.

We have heard references made to Justice Holmes. He served for many, many years in the courts of Massachusetts before he went to the Supreme Court.

We have heard references made to Charles Evans Hughes, who was one of the most distinguished lawyers to come from the Bar of New York, a man of genius, a man of great professional skill before he became Governor, and then on top of that he capped his career with a governorship. Also, reference has been made to Chief Justice Warren. He too had his period of experience and work in the courts before he became a Justice.

We have the greatest respect for the high public office which Governor Meskill has held. We think that adds luster to a career. But we do not regard it as a substitute for training in the nuts and bolts of the legal profession. This court is called upon to reverse or to affirm the judgment of one of the finest, or six of the finest, district courts of the country, and particularly that of the Southern District of New York where we have men who have worked for years as district judges.

Is this reversal or affirmance to be given by a man who has almost never been in that courtroom, who does not have firsthand and by instinct the reactions of a person who has been in the courtroom?

Now, there are exceptions which have been made where a man is a distinguished scholar, where he has otherwise distinguished himself in the profession itself. There should be flexibility, and a man like Justice Frankfurter, for example, is an ornament to the bench.

But, where the principal suggestion as to qualification is simply public office, his service in public office, not primarily concerned with the work of the legal profession, then we question whether this is true, and we must regretfully suggest that Governor Meskill is not qualified for this high office. This is not the place to begin his judicial career or even to resume his professional career.

Because of the testimony we have already given, I shall not go further on this subject, unless this Committee would like to hear it. After Mr. Sutro and Mr. Connelly testified, there was further testimony given, and we now come to other questions which I think must be considered by this Committee in passing upon the fitness of the nominee for confirmation.

The first question is his ability, and we have already discussed that, and the absence of training and experience.

The second question is one of temperament, and then the third question is of integrity.

On the question of temperament, subsequent witnesses, witnesses who testified after Mr. Sutro and Mr. Connelly, raised a number of points, showing, at least raising the question as to the temperament, the judicial temperament of the man under consideration. For example, I would only mention one because we are now concerned with an appellate court which in a most measured and studied fashion must shape the law of our country and pass upon transactions of great complexity and importance. I refer now to the case of *Caldwell v. Meskill* and ask permission to add it to the record if it is not already here.

Senator BURDICK. Without objection, that will be received.

[The material referred to follows:]

J. EDWARD CALDWELL ET AL. v. THOMAS J. MESKILL ET AL.

HOUSE, C. J., SHAPIRO, LOISELLE, MAC DONALD AND BOGDANSKI, JS.

The defendant governor, purporting to act under his constitutional power (Conn. Const., art. 4, § 16) to item veto appropriation measures, disapproved §§ 1 and 2 of a bill passed by the General Assembly while conditionally approving its remaining three sections. Essentially, the vetoed provisions directed the transportation commissioner to ensure, through the use of public service tax funds, the continuance of public motor vehicle transportation facilities, some of which § 1 of the bill found to be in jeopardy. The defendants claimed that, although no specific amount had been appropriated in the bill to maintain those facilities, the commissioner's unequivocal duty to maintain them constituted an implied appropriation of funds in an amount sufficient to carry out his duty and that the implied appropriation was, under the constitution, a proper matter for an item veto. Since, however, the vetoed portions of the bill were not items of appropriation as defined in *Patterson v. Dempsey*, 152 Conn. 431, and since the duty imposed on the commissioner was not ministerial in nature, the expenditures being limited to public service tax funds already available to him, the governor's partial veto was invalid.

Sections 15 and 16 of article fourth of the state constitution provide that a governor may disapprove a bill, approve a bill, or take no action on a bill and thus allow it to become law. Here, the governor exercised none of those options on the subject bill but rather attempted to act conditionally on sections 3, 4 and 5 of it. Because under article fourth, §§ 15 and 16 a governor's approval or disapproval of a bill has to be unconditional, the veto here was a nullity and had the same effect as nonaction. Moreover, since the time for any appropriate action by the governor had passed, the bill became law absent his signature and without the necessity for further action by the legislature.

ARGUED DECEMBER 7, 1972—DECIDED JANUARY 24, 1973¹

Action for a declaratory judgment determining the validity of a partial and a conditional veto by the named defendant, brought to the Superior Court in Hartford County and reserved by the court, *Naruk, J.*, for the advice of this court.

Joseph P. Flynn, for the named plaintiff et al., with whom were *Thomas F. Keyes*, for the plaintiff city of New Haven, and *John D. Mahaney*, for the plaintiff city of Waterbury.

Raymond J. Cannon, assistant attorney general, with whom were *Barney Lapp* and *Clement J. Kichuk*, assistant attorneys general, and, on the brief, *Robert K. Killian*, attorney general, for the named defendant et al.

Francis J. McCarthy, with whom was *Richard R. Stewart*, for the intervening defendants Ives et al.

HOUSE, C. J. This case concerns the validity and effect of a veto message delivered by the governor in which he disapproved two sections of the 1972 September Special Session House Bill No. 8022 and its statement of purpose and provisionally approved the three remaining sections of the bill. The plaintiffs, majority leaders of the 1972 General Assembly, the president pro tempore, the speaker and the cities of New Haven and Waterbury, instituted an action seeking a declaratory judgment as to whether the veto was valid, and, if not, what was the effect of the governor's action. The defendants are the governor, the secretary of the state, the commissioner of transportation and the comptroller. The minority leaders of the 1972 General Assembly were allowed to intervene as codefendants. The Superior Court, on the request of and with the consent of all the parties and the filing of a stipulation of facts, reserved the dispositive questions to this court. This court granted a motion to expedite a hearing on the reservation.

House Bill No. 8022² was passed by the General Assembly on September 19, 1972, and was duly presented to the governor. The statement of purpose appended

¹ For records and briefs see Vol. A.

² [House Bill No. 8022, 1972 September Special Session]

"Section 1. The general assembly finds that certain specific motor carrier transportation facilities may be discontinued, disrupted or abandoned in whole or in part and that the discontinuance, disruption or abandonment of such facilities will be detrimental to the general welfare of the state, further that specific motor carrier facilities may not be

(Continued)

to the bill indicated a legislative intention that the public service tax fund be used in the exercise of the transportation commissioner's powers under the provisions of § 13b-34 of the 1969 Supplement to the General Statutes and that the formula for the distribution of highway town aid be amended to provide for an increase in the grants to the towns. Section 1 of the bill contained a legislative finding that the operation of certain transportation facilities was in jeopardy, and that their operation was required by the general welfare of the state. Section 2, *inter alia*, directed the commissioner of transportation to exercise the authority granted in § 13b-34, as amended, of the General Statutes to ensure the operation of transportation facilities, stipulated to some extent the form of agreements to be made by the commissioner, and provided that expenditures incurred in carrying out the provisions of the enactment "shall be charged to the resources of the public service tax fund available to the commissioner for such purposes." The governor disapproved of these two sections of the bill and the statement of purpose.³

Sections 3 and 4 of the bill made an additional appropriation to the towns to be spent in accordance with § 13a-175b of the General Statutes. Section 5 provided that the act should take effect on passage and terminate on July 1, 1973. These three sections were all approved by the governor (see footnote 2, *supra*) with the proviso, however, that if his veto of the first two sections were successfully challenged, then his action should "be considered a veto of the entire House Bill No. 8022."

(Continued)

operated in the manner required by the general welfare of the state and further, that additional motor carrier facilities may be required in the interest of the public welfare.

"Sec. 2. Notwithstanding the provisions of section 13b-35 of the 1969 supplement to the general statutes, as amended by section 12 of number 261 of the public acts of 1972, the commissioner of transportation shall proceed in accordance with the provisions of section 13b-34 of said supplement, as amended, to ensure that motor carrier transportation facilities shall be operated in the manner required by the general welfare of the state. Any agreement entered into thereunder for payments by the state shall include express provisions that no state funds received pursuant thereto shall be used for the benefit of stockholders or officers of the common carrier or be paid directly or indirectly to any of them, shall include specific provisions with respect to the proposed uses of the state funds and shall be for a period which does not extend beyond June 30, 1973. Expenditures by the commissioner in the exercise of his powers under said section 13b-34 and this act shall be charged to the resources of the public service tax fund available to the commissioner for such purposes.

"Sec. 3. In addition to the funds made available to the towns under section 13a-175a of the 1969 supplement to the general statutes for the purposes set forth therein, the additional sum of three million dollars shall be distributed pro rata for such purposes to the towns on the basis of the ratio of the population of the town to the population of the state, notwithstanding the provisions of section 13a-175b of the 1971 supplement to the general statutes. The most recent available federal decennial census shall be used to determine a town's population.

"Sec. 4. There is appropriated for the fiscal year ending June 30, 1973, from the resources of the highway fund three million dollars for the purposes of section 3 of this act.

"Sec. 5. This act shall take effect from its passage and shall terminate July 1, 1973.

"STATEMENT OF PURPOSE: To clarify the legislative intent that the public service tax fund be used in the exercise of the Commissioner of Transportation's powers under section 13b-34 of the 1969 supplement to the General Statutes, as amended, and to amend the Highway Town Aid distribution formula to provide for an increase in town grants."

"[To Honorable Glorin Schaffer, Secretary of the State]

"I return herewith House Bill 8022, 'An Act Concerning The Continuation of Motor Carrier Transportation Services and Increasing Highway Town Aid', with my signature, disapproving, however, Sections 1 and 2.

"In the event that this line-item veto is successfully challenged, then, and in that event, my action shall be considered a veto of the entire House Bill No. 8022.

"Since the early 1960's, several sessions of Connecticut's General Assembly have approved legislation which encourages towns to form transit districts. The state government has agreed to assist these districts by providing both the busses and the means necessary to allow the busses to operate on a break-even basis. Such an approach allows the government closest to the problems of surface transportation, local government, to develop methods of mass transit.

"Section 2 of HB 8022, on the other hand, frustrates the expressed desire of the General Assembly and the Executive to assist transit districts. This ineptly-drawn legislation doesn't even accomplish the ends its sponsors intended. The bus industry labor-management negotiations now in progress are concerned with a one-year contract. Yet this bill provides funding for only a nine-month period.

"Further, and perhaps even more incredible, although some political leaders said a special legislative session was unnecessary, they then drafted this bill which will actually limit the very authority of the Commissioner of Transportation which they cited as making a session unnecessary. Indeed, it is very doubtful that any solution other than an outright takeover of the bus companies by the State could be effected under Section 2 of this legislation.

"HB 8022 was conceived in the heat of a political campaign. It is a bill which subordinates the long-term public good to a momentary political advantage. I cannot allow such a sham to become law in our State."

The reserved questions,⁴ distilled to their essence, are whether the governor has the power to veto some sections of the bill and to leave others intact; if not, then what is the effect of his purported conditional veto of the entire bill; and whether the secretary of the state has the duty to record and certify the entire bill.

I

Article fourth, § 15, of the constitution of Connecticut confers on the governor the power to veto any bill passed by both houses of the General Assembly but confers no power to veto any bill except as an entirety. *Patterson v. Dempsey*, 152 Conn. 431, 436, 207 A.2d 739. Article fourth, § 16, confers a limited power of partial veto in the case of appropriation bills. He may "disapprove of any item or items of any bill making appropriations of money embracing distinct items while at the same time approving the remainder of the bill." Whatever power the governor has partially to veto any bill is derived solely from article fourth, § 16, of the constitution. *Patterson v. Dempsey*, supra, 437-38; *Bengzon v. Secretary of Justice*, 299 U.S. 410, 413, 57 S. Ct. 252, 81 L. Ed. 312.

Our decision of the reserved questions is governed substantially by the recent holdings of this court in *Patterson v. Dempsey*, supra. In that case the court had before it a factual situation similar in many respects to the present case. The governor had vetoed several sections of a bill that included both items of appropriation and general legislation. The vetoed sections were portions of the general legislation. *Patterson v. Dempsey*, supra, 438. We held that even though the inclusion of general legislation in a bill also making appropriations violated § 2-35⁵ of the General Statutes, the governor nevertheless had no power on the grounds of that violation to veto the general legislation since the prohibition was statutory rather than constitutional in nature. In effect, the inclusion of both kinds of legislation in the same bill constituted a pro tanto repeal by implication. "[O]ne legislature cannot control the exercise of the powers of a succeeding legislature." *Patterson v. Dempsey*, supra, 439.

A further issue crucial to the disposition of the present controversy was decided in the *Patterson* case. The question was presented as to whether the governor had the power to veto any item or items in a bill which made appropriations, or whether the power extended only to specific "items of appropriations." The court held that an "item," to be subject to the power of partial veto, must in itself be a specific item of appropriation. *Patterson v. Dempsey*, supra, 439-43. Although there is authority in other jurisdictions to the contrary,⁶ we see no reason to reverse the clear holding of the *Patterson* case. The court recognized that to some extent such a holding circumscribes the authority of the governor, but "[i]f the governor were allowed to disapprove or veto parts of a bill involving general legislation, he could, in the case of many if not most such bills, by the exercise of that power, eliminate selected portions of a bill in such a manner as to change its meaning and thereby, in effect, enact an entirely different bill. This would usurp the legislative function, which is committed to the General Assembly alone. But such legislative action through the use of the veto power would be impossible if the veto power were restricted to distinct items of appropriation in a bill, whether that bill did, or did not, include other

⁴"B. The questions upon which advice is desired are as follows:

"1. Under the facts as stipulated herein, does the defendant Thomas J. Meskill acting in his capacity as Governor and Chief Executive Officer of the State of Connecticut have the power under the provision of Article 4, Sections 15 and 16 of the Constitution of Connecticut, to veto Sections 1 and 2 and the Statement of Purpose of House Bill 8022 while permitting Sections 3, 4 and 5 to become law?

"2. If the answer to question 1 is No, does the defendant Thomas J. Meskill acting in his capacity as Governor and Chief Executive Officer of the State of Connecticut have the power to provide that in the event that this line item veto is successfully challenged, then and in that event, his action be considered a veto of the entire House Bill 8022?

"3. If the answer to questions 1 and 2 is No, is the defendant Gloria Schaffer, acting in her capacity as Secretary of State, required to record the entire House Bill 8022 and certify same as law?"

⁵"[General Statutes] Sec. 2-35. COMMITTEE ON APPROPRIATIONS. . . . Each appropriation bill shall specify the particular purpose for which appropriation is made and shall be itemized as far as practicable. No general legislation shall be made a part of such appropriation bill."

⁶See, e.g., *Commonwealth v. Barnett*, 199 Pa. 161, 173, 48 A. 976; *State ex rel. Turner v. Iowa State Highway Commission*, 186 N.W.2d 141 (Iowa). We note in this context that many states constitutionally prohibit the intermingling of general legislation with items of appropriation. In these states, presumably, the governor may veto any section of a bill if the bill also happens to appropriate money; if the section in issue were not an item of appropriation, it constitutionally had no place in the bill.

items of general legislation." *Patterson v. Dempsey*, supra, 442; see also *Opinion of the Justices*, 58 Del. 475, 210 A.2d 852; *In re Opinion of the Justices*, 294 Mass. 616, 2 N.E.2d 789.

The court recognized in the *Patterson* case that the primary evil intended to be curbed by the power of partial veto is the practice of log-rolling: Presented with a bill containing many items of appropriation, the governor may accept the essential and reject the frivolous. The governor in this context may thus control the amount of expenditure, but not the purpose. How much is spent is conceptually different from how an amount is spent. *Patterson v. Dempsey*, supra, 441-42; *Bengzon v. Secretary of Justice*, supra, 414-15.

II

If the vetoed sections of House Bill No. 8022 constitute distinct items of appropriation, then, their veto by the governor was valid. If, however, the sections are general legislation, the partial veto power was exceeded and further consequences follow.

The term "item of appropriation" in the context of the partial veto power was also construed in *Patterson v. Dempsey*, supra, 438: "'An item of an appropriation bill obviously means an item which in itself is a specific appropriation of money, not some general provision of law which happens to be put into an appropriation bill.' *Bengzon v. Secretary of Justice*, . . . [299 U.S. 410, 414, 57 S. Ct. 252, 81 L. Ed. 312]. 'An item in an appropriation bill is an indivisible sum of money dedicated to a stated purpose.' *Commonwealth v. Dodson*, 176 Va. 281, 296, 11 S.E.2d 120." An item of appropriation is a "specific sum of money for a specified purpose. . . . These two factors are the essentials of an item." *Green v. Rawls*, 122 So. 2d 10, 16 (Fla.). The item must be "distinct." *Wood v. State Administrative Board*, 255 Mich. 220, 224, 238 N.W. 16. Language merely imposing restrictions or conditions on the expenditure of money is not subject to the veto power, since it is not in itself a "distinctly specified sum." *Black & White Taxicab Co. v. Standard Oil Co.*, 25 Ariz. 381, 218 P. 139; *Opinion of the Justices*, 294 Mass. 616, 2 N.E.2d 789.

It is not seriously contended that the vetoed sections would operate expressly to appropriate a stated sum of money. The defendants, however, press an argument that relies heavily on a line of cases beginning with *State v. Staub*, 61 Conn. 553, 23 A. 924, in which this court has recognized the duty of state officials to act pursuant to legislative mandates, regardless of specific appropriations. An unequivocal direction to act was deemed to imply an appropriation from the general fund sufficient to cover the cost of so acting. The specific holding in the *Staub* case was that mandamus might properly compel an official to perform purely ministerial duties that were mandated by statute. The court there said (p. 563): "In the absence of a special appropriation the existence of a law requiring the expenditure to be incurred is an appropriation of money for that purpose, and the law imposes upon the comptroller the duty of settling and adjusting demands against the state for such expenses." See also *Dove v. Egan*, 133 Conn. 112, 48 A.2d 735; *Cummings v. Looney*, 89 Conn. 557, 95 A. 19; *New Milford v. Litchfield County*, 70 Conn. 435, 39 A. 796; *Williams v. New Haven*, 68 Conn. 263, 36 A. 61; *Whitney v. New Haven*, 58 Conn. 450, 20 A. 666. The defendants' claim essentially is that § 2 of House Bill No. 8022 imposes a ministerial duty on the commissioner of transportation to proceed under § 13b-34 to ensure the continued operation of certain motor vehicle transportation facilities, and that an obligation to pay the costs necessary for the performance of that duty thus arises. Section 2, they claim, therefore contains an amplified appropriation and as such is subject to the governor's power of partial veto. Even assuming, without deciding, that the rule enunciated in the *Staub* case is still valid, we must conclude that the rule is not applicable in this case.

An analysis of § 2 compels this conclusion. First, the section provides that the commissioner of transportation, notwithstanding the provisions of § 13b-35, as amended, "shall proceed in accordance with the provisions of section 13b-34 . . . to ensure that motor carrier transportation facilities shall be operated in the manner required by the general welfare of the state." (Emphasis added.) Section 13b-34, as amended, in turn, granted several discretionary powers to the commissioner. In order to promote or aid transportation facilities, he could contract with divers entities, but any payments would be subject to the prior approval of the state bond commission. With similar approval he

could provide service and share in costs. He was given powers to implement the discretionary power granted to him. For example, he could receive various grants and acquire and dispose of interests in property. Of particular significance is § 13b-34(e): the commissioner "shall have the power to expend, or to authorize the expenditure of, funds appropriated to him or to the department hereunder."

It is apparent that § 13b-34 is general legislation dependent for its operation on extrinsic funding. Section 16-338 of the General Statutes provides for such funding. This section creates a fund "[t]o finance the performance of the powers and duties of the commissioner under sections 13b-34 to 13b-36, inclusive." The state bond commission has the power to authorize the issue of both general and revenue bonds. With respect to the general bonds, "appropriation of all amounts necessary for punctual payment of such principal and interest is hereby made." The revenue bonds, generally, are on the other hand to be paid for by "moneys in the public service tax fund." The latter fund is authorized by § 16-338(f). It is to be separate and distinct from all other funds and moneys; it is to be supported by public service taxes; and its proceeds are to be used first to pay obligations on the revenue bonds. Any excess may be used by the commissioner of transportation on the approval of the state bond commission, and any further excess is to be deposited in the general fund.

In the absence of further provisions, it could be argued rather tenuously that these statutory provisions permit § 2 of House Bill No. 8022 to be subject to partial veto as an "item of appropriation": (a) The section directs the commissioner to exercise his discretion in a way likely to incur additional expenditures; (b) the expenditures could be financed by general bonds; (c) the general bonds are obligations of the state for which general appropriations have been made, by virtue of § 16-338; and, therefore, (d) the legislative mandate to act implies an appropriation, under the *Staub* doctrine.

The final sentence of § 2 of House Bill No. 8022, however, destroys the validity of such a claim: "Expenditures by the commissioner in the exercise of his powers under said section 13b-34 and this act shall be charged to the resources of the public service tax fund available to the commissioner for such purposes." The inclusion of the word "available" clearly indicates that in making expenditures the commissioner is in fact confined to drawing on resources already at his disposal. There is no suggestion of any intention to make a new appropriation. Even if there were such an implication, the public service tax fund was an existing revolving fund not dependent on further appropriation and there is cogent authority holding that even where actual increases in expenditures from revolving funds were provided for by the legislature, such legislation is, nevertheless, not an item of appropriation subject to the veto power. See *Black & White Tannery Co. v. Standard Oil Co.*, 25 Ariz. 381, 218 P. 139; *Commonwealth ex rel. Ball v. Powell*, 249 Pa. 144, 94 A. 746; *State v. Dammann*, 220 Wis. 143, 264 N.W. 622.

We conclude that § 2 of House Bill No. 8022 is not "any item or items" of a "bill making appropriations of money embracing distinct items."

The other sections of House Bill No. 8022 vetoed by the governor require but brief comment. Section 1 of the bill and the statement of purpose appended to the bill serve only to state legislative findings and to indicate the intent of the General Assembly. They do not constitute operative legislation and, properly, it has not been contended that they in any way constitute items making appropriations.

It is concluded that since none of the sections of the bill vetoed by the governor constitutes or contains items of appropriation they were not subject to his veto in the exercise of the powers vested in him by article fourth, § 16, of the constitution of Connecticut. The partial veto is, therefore, invalid and the answer to the first reserved question is "No."

III

The second question reserved for our advice is whether the governor has "the power to provide that in the event this line item veto is successfully challenged, then and in that event, his action be considered a veto of the entire House Bill 8022."

In his veto message, the governor provided that should his veto of the first two sections and the statement of purpose be successfully challenged, "then, and in that event, my action shall be considered a veto of the entire House Bill No. 8022." The effect of this portion of the veto message was to leave §§ 3, 4 and 5 of

the bill suspended in a sort of legal purgatory: if the partial veto should not be "successfully challenged" sometime in the future, then the contingently approved sections would be law; but if any future challenge were successful and the partial veto held to be invalid, then the contingently approved sections would not be law.

As we have noted, the governor derives his veto power from article fourth, §§ 15 and 16, of the constitution. He constitutionally has three options on the presentation of any bill: "If the governor shall approve a bill, he shall sign and transmit it to the secretary of the state, but if he shall disapprove, he shall transmit it to the secretary with his objections. . . . In case the governor shall not transmit the bill to the secretary, either with his approval or with his objections, within five calendar days . . . [excluding Sundays and legal holidays] after the same shall have been presented to him, it shall be a law at the expiration of that period." The governor, thus, has three choices: he may disapprove a bill, in which case it is returned to the legislature; he may approve a bill, in which case it becomes a law; or he may do nothing, whereupon the bill becomes a law at the expiration of the five-day period.

The governor's approval or disapproval, however, is effective only if his action is unconditional and not qualified. "This approval . . . must be . . . without qualification. Any attempt on his part to attach to his approval any qualification . . . will either be entirely nugatory and ineffectual, and leave the approval absolute, or it will completely nullify the approval and operate as a veto of the whole bill." *Lukens v. Nye*, 156 Cal. 498, 503, 105 P. 593; see 50 Am. Jur. 108, Statutes, § 107. By leaving his approval or disapproval of §§ 3, 4 and 5 dependent on the outcome of any future challenge to the validity of his attempted veto of the remaining sections and statement of purpose of the bill, the governor with finality neither approved nor disapproved the measures within the five-day period specified by the constitution. "It is of the first importance that the people should know to what law they are subject." *State v. South Norwalk*, 77 Conn. 257, 261, 58 A. 759.

In *State v. McCook*, 109 Conn. 621, 147 A. 126, the court held that an act of the legislature was void because it was not approved by the governor until nineteen days after the final adjournment of the General Assembly. At that time the constitution provided that if a bill was not returned by the governor to the legislature within three days, Sundays excepted, after it was presented to him it should become law as if he had signed it "unless the General Assembly, by their adjournment, prevents its return, in which case it shall not be a law." Conn. Const., art. 4, § 12 (1818). While the case is not strictly in point, the observations of the court are pertinent. They noted that if the governor had the power under the constitution to determine the time when such an act should become effective as a law "grave public abuse might follow the possession and use of this extraordinary power." *State v. McCook*, supra, 649. The court also commented (p. 649): "If the Governor can determine by his own will when Public Acts shall become laws his will will override the long-exercised power of the General Assembly" (to designate the day when Public Acts shall become laws). Much more objectionable would be a strained construction of the present constitutional provisions to permit the governor to determine that an act passed by the General Assembly should be valid until some undetermined time in the future when on the possible happening of an event over which neither he nor the legislature had any control the act should cease to be law.

If the governor's conditional veto of the three sections of the bill which he tentatively approved were constitutionally permissible, the situation in effect would be no different from one in which the governor instead of acting within the constitutionally prescribed five days waited until the condition should eventuate and thereupon disapprove the legislation. The defendants, citing no authority, stress the difficulty of the situation of the governor and his effort, in good faith, to extricate himself and to explain his stand to the legislature and the people. The difficulty of his position can be readily appreciated, but the constitutionally prescribed time period may not be contravened. "Whatever . . . [the constitution] prescribes, the General Assembly, and every officer or citizen to whom the mandate is addressed, must do; and whatever it prohibits, the General Assembly, and every officer and citizen, must refrain from doing; and if either attempt to do that which is prescribed, in any other manner than that prescribed, or to do in any manner that which is prohibited, their action is repugnant to that supreme and paramount law, and invalid." *Opinion of the Judges*, 30 Conn. 591, 593.

Because the veto was conditioned on the happening at some uncertain time in the future of a condition subsequent, which time could well be beyond the constitutionally prescribed period, it must be concluded that the governor had no constitutional power to disapprove the bill in that manner. The answer to the second reserved question, therefore, is "No."

IV

The third and final reserved question concerns the present status of House Bill No. 8022: Does the secretary of the state now have the duty to record and certify the entire bill as a law?

As we have already noted, the governor constitutionally had no power to veto §§ 1 and 2 of the bill and its statement of purpose. In the similar *Patterson* case, we held that such a veto was "unconstitutional and void." *Patterson v. Dempsey*, 152 Conn. 431, 443, 207 A.2d 739. This decision is in accord with the overwhelming weight of authority holding that a veto exercised in excess of constitutional authority is an ineffective nullity. See *Black & White Tawacab Co. v. Standard Oil Co.*, 25 Ariz. 381, 218 P. 139; *Lukens v. Nye*, supra, 595; *State ex rel. Turner v. Iowa State Highway Commission*, 186 N.W.2d 141 (Iowa); *In re Opinion of the Justices*, 294 Mass. 616, 2 N.E.2d 789; *Wood v. State Administrative Board*, 255 Mich. 220, 238 N.W. 16. Under the provisions of the Connecticut constitution, effective gubernatorial disapproval is required if a legislative enactment is not to become a law. Conn. Const., 1965, art 4, §§ 15, 16; *Patterson v. Dempsey*, supra. It follows that the governor's action in purporting to veto portions of House Bill No. 8022 is void.

An untimely veto is also void. *Morehouse v. Employers' Liability Assurance Corporation*, 119 Conn. 416, 421, 177 A. 568; *Siller v. Siller*, 112 Conn. 145, 148, 151 A. 524; *State v. McCook*, 109 Conn. 621, 649, 147 A. 126. "We used the word void in the sense that such Acts are of no legal effect, and not in the sense that they are voidable." *Preveslin v. Derby & Ansonia Developing Co.*, 112 Conn. 129, 133, 151 A. 518. It follows that the action of the governor in attempting to effect a veto of the remaining sections of House Bill No. 8022 contingent on the uncertain happening of a future event is likewise void.

We have already noted that the constitution grants three options to a governor: effective approval, effective disapproval and no action. A void action is a nullity: the effect is the same as nonaction. Since the governor effectively vetoed none of the sections of House Bill No. 8022, the bill became a law at the expiration of the constitutional period and the secretary of the state should proceed accordingly.

The defendants argue that since the legislature took no action after the governor's veto message was announced, the present action was prematurely brought. The contention might have had some merit if the governor's action was merely voidable. But since the action of the governor was totally void, the legislature was under no obligation to take further action. There is no reason to reenact an existing law.

The answer to the third question, therefore, is "Yes."

In summary, the Superior Court is advised that the answers to the three questions reserved for the advice of this court are: Question 1, "No"; question 2, "No"; question 3, "Yes."

No costs will be taxed in this court in favor of any party.

In this opinion the other judges concurred.

Mr. WALSH. Thank you, sir.

That is a case in which Governor Meskill was confronted with an act, a bill of the Connecticut General Assembly, which had both substantive provisions and appropriations provisions in it. He wanted to approve the appropriations and to veto the substantive part of the bill.

Now, this is an understandable policy decision, but the question is, how does a lawyer approach an understandable policy decision? In this case, the Governor's approach, as I read this case, was to ignore the holding of the Supreme Court of Connecticut, less than ten years old.

I raise these points now in fairness to the Governor, so that he may reply. This committee has given the Association that which it most urgently asked for this morning, which is more time, and we are very grateful for that. But now in fairness to the Governor, it seems to me we should point out questions that have arisen so that he may also have the benefit of this additional time, and in this case we now come to where there is a unanimous reversal of what he did in the face of a precedent less than ten years old.

Did he not know of the precedent, or did he defy it? Is this the kind of head-on collision that we are to expect from a judge of the second circuit?

This is not a refined question, this is not a subtle question. Here is a controlling decision of the Supreme Court of the state being in a sense defied by its Governor, and with the result that his act has to be then undone, and the uncertainty which he created is a complete waste and drain upon the state.

There are other matters that were referred to in the testimony of State Senator Smith beginning at page 50 of the printed hearings which I am not going to take the time now to review. But I suggest that in the five or six matters there contained are the elements of question as to temperament, whether a person gifted perhaps as a Governor, is capable of intuitive quick decisions, which are necessary and which had to do with his keeping control of a large government, but which are completely inconsistent with the type of deliberate, carefully reasoned decisions which are to be expected of an appellate court of great importance.

I come now, most regretfully, to the third basic qualification with which we are concerned, that of integrity, and here we would like to make very clear that we are not making any charges, we are not at this time expressing any final views.

I say all that we have asked for is further time to follow up on the investigation on the Connecticut General Assembly.

In the state of Connecticut, I gather beginning last fall, a committee of the General Assembly recently completed, a series of hearings going to the question of leasing practices in that state. The report was filed in its summary form along about January 7th. It is to be followed by an Appendix which is to contain the details as to 54 state leases which were considered by this investigatory committee. This Appendix has been, as I understand it, promised for early February, and this would be the basis of a further investigation by the Judiciary Committee of the American Bar Association, and we would hope and believe by the Association of the Bar of the city of New York which is represented by Judge Bauman, who is here this morning.

The essence of concern found by this legislative committee was that the state of Connecticut frequently, instead of buying property which it needed for its state departments, would lease the property, and although the original plan would be for the state to go out and either get competitive bids or otherwise get its leases in the open market, a practice developed prior to Governor Meskill's time, but continued through his administration, whereby a favored lessor would be sought out and told of the state's needs, and then invited to obtain the property which the state would like to lease and become the lessor. In this

way, a favored person would have an opportunity to acquire property desired by a state, and then lease it to the state to his advantage.

The Committee found, and I am simply repeating their findings, that in some cases these leases cost the state double the going rate for similar property. In other cases, they contain undesirable provisions and were not as good as the state could have done in other ways.

Now, the question is whether or not the Governor was a victim of this practice along with the other people in the state, or whether he knew about it and condoned it. That seems to be a substantial question here. This is not the case of a practice which evolved at the low levels of a state department in a remote part of the state. This was a practice indulged in by the top of the department, by department heads appointed by the Governor, and the person who seemed to have to coordinate much of this activity was the Republican State Chairman himself, a man named Gaffney.

So, we are not talking about something in the shadows, we are talking about something so very central to the operation of the state government in Connecticut.

A member of the Governor's Party, the Deputy Minority Leader of the Senate, has gone further and has said that he himself complained to the Governor regarding these practices. He said that as to a particularly undesirable lease in 1972, in May he went to the liaison officer in the Governor's office, the man charged with the responsibility of communications between the Connecticut legislature and the Governor, and he told this liaison officer of this complaint and gave him the particulars and asked to see the Governor so that something might be done to block the execution of this lease. The legislator in question had been given this information anonymously and he was proceeding to get to the bottom of it. He was stalled in his request to see the Governor. He did not see him for about two weeks. During this intervening period, a letter of commitment was given for this lease in question, to the uncle of the Republican State Chairman. Four days later Senator Gunther did see the Governor and he says that he told him of his complaint in this matter.

Senator TUNNEY. Did he say that under oath?

Mr. WALSH. He said that under oath and in public hearings according to my information, Senator.

And thereafter, within ten days, he wrote the Governor expressing the same complaint, and thereafter he released his letter because he felt that nothing had been done about it.

So the question is whether this fourfold effort to communicate with the Governor got through. That is at least one of the questions.

It is our understanding that Governor Meskill declined an opportunity to testify publicly on this matter and that again now we are relying on statements in the press that he first denied meeting with Senator Gunther, and then we understand after Senator Gunther's public testimony he told the staff of the General Assembly's committee that he had, indeed, met with Senator Gunther, but Senator Gunther had been so vague in his conversation that he had difficulty in understanding what he was talking about.

Senator Gunther, on the other hand, said that the Governor seemed to be fully familiar with the particulars of this lease.

So we say at this point we ask this committee to reserve its judgment and permit us to carry on with the investigation, and if the date for the adjourned hearings gives us sufficient time, we would like the privilege of returning and reporting to this committee as to this matter.

There is one more thing again, and this was developed in the examination by Senator Burdick of Governor Meskill in September on page 31 of the printed hearings. Senator Burdick asked the Governor about business transactions he had with a real estate broker in Connecticut.

After Mr. Meskill became Governor he was invited to participate in the joint ownership of a commercial property, as one of six participants, by a real estate man named Mussman. It is our understanding—and again, this is all subject to further investigation, and we do the best we can with what we have at the moment—that the investment was very small, less than \$4,000 as I recall it, in property having a value of over \$200,000. Now, if each partner put in \$4,000, it would be barely 10 percent of the property's value. There was a large mortgage from the bank, I believe \$165,000, and an additional second mortgage by the former owner.

All I am saying is that these six partners who were favored in this transaction, if that property threw off 10 percent a year as income, would virtually recover their equity investment at the end of the first year, and each year thereafter.

Mr. Mussman ran the property, and the other partners had no responsibility for getting lessees, for keeping the property filled. This was all done by Mr. Mussman for them, and as I read the testimony, the only implication seemed to me that they were all equal partners, and Mr. Mussman had no additional compensation for this, but Mr. Mussman did begin to do business with the State of Connecticut, and he was the broker in a transaction where property which the State could have obtained, I believe from the Traveller's Insurance Company, for \$4.5 million, was subsequently obtained from third persons by the State at \$7.5 million, and, indeed, the transaction only avoided fulfillment because the Attorney General refused to acquiesce in the final stages of it.

So again we say that there is a matter here that clearly requires further investigation. We regret the nature of the investigation. We see no way to avoid it, either for this committee, or for our committee, or for the Association of the Bar.

It may be that some government agency with subpoena power or with the sanction of Federal law could do a far more effective job than we could do. We would welcome that. But in the absence of that, we appreciate the time you have given us, and we will do the best we can.

That is all I have, Mr. Chairman.

Senator BURDICK. Mr. Walsh, for the record, would you indicate for whom you are speaking here today?

Mr. WALSH. The American Bar Association.

Senator BURDICK. Is there a section of the American Bar Association which is familiar with this?

MR. WALSH. The Standing Committee on Federal Judiciary of the American Bar Association is made up of 12 lawyers, one from each of the Federal circuits, and a chairman. They conduct investigations at the request of either the Deputy Attorney General or this committee as to the professional competence, integrity, and temperament of persons under consideration. They are unconcerned with the political and philosophical views and this committee has been doing this since, I guess, 1952 at least.

I might add that Mr. Bernard Segal, who was the chairman who first developed the committee into its present scope of activity, would be here with me today but for a funeral of a very close friend. He and I, as former chairmen—he was chairman for, I believe, 6 or 8 years, and I was chairman for 4 years—are privy to the reports of this committee. We both completely concur in its conclusions.

The reason that I am here in addition to Mr. Sutro and Mr. Connelly, who have been here earlier, is that this is the first case in which we have opposed a nomination, I guess, since that of Judge Morrissey back in the mid-1960's. And it was the wish of the officers and the Board of Governors that this committee understand that this is not a narrow segment, that we support the work of this committee, we support its conclusions.

I might add, Senators, as to my particular interest in this field, that I served as Deputy Attorney General under President Eisenhower for 3 years. During that period I had primary responsibility for the Attorney General and the President in making recommendations for the filling of about 150 vacancies. As chairman of the Standing Committee on Federal Judiciary I was probably concerned with the filling of 200 more. In many cases there was more than one person being considered so that the total this committee, to my knowledge, and Mr. Segal's knowledge, has reviewed now runs into the thousands of potential nominees.

With that background and with this concept of our duty, we take this position.

SENATOR BURDICK. When were you chairman of the standing committee?

MR. WALSH. I was chairman of the committee from August of 1968 to August of 1972. I was not active on it for the first 6 months of 1969 when I was in France participating in the Vietnam peace talks.

SENATOR BURDICK. Your term as chairman ended in 1972?

MR. WALSH. Yes, sir; it did.

SENATOR BURDICK. What is the procedure of this committee of 12?

MR. WALSH. Each expresses his own individual view as to the fitness of the person under consideration. The investigation starts with a lengthy report by the circuit member who interviews about 30 lawyers trying to get a cross-section in the community from which the nominee comes.

This circuit member is primarily concerned with passing on to the other members of the committee the substance of what he is told by these people he interviews. This is not a matter in which he has any deciding power himself, other than as one of the 12 members of the committee, but he is responsible for gathering together the comments of the professional colleagues of the person under consideration and then he writes his report.

It is circulated to the other members, and then if it looks adverse, he then talks with the person under consideration himself, the nominee. All of this is with the approval of the Deputy Attorney General. The nominee also supplies this committee with a lengthy questionnaire in which he sets forth his training and experience, and in the case before us we have not gotten into any issues of fact. We are accepting Governor Meskill's own statements of experience and training and we are not quarreling with him. It is simply a question of whether or not it adds up to enough to start a judicial career at this very high level.

Senator BURDICK. Does this committee of 12, the standing committee, take a vote?

Mr. WALSH. Oh, yes, they do that. They take a vote.

Senator BURDICK. When was that taken, and what was that vote?

Mr. WALSH. That vote was unanimous. That vote was taken in the middle of last year and it was unanimous that he was not qualified.

Senator BURDICK. Does the American Bar Association or its house of delegates or any adjunct take any action other than the committee action?

Mr. WALSH. No. The committee is authorized to act for the association without any further action, but in this case, because of the unfortunate confrontation we have in having to say someone is not qualified, the Board asked me to come here to express its support for the committee, too. But the committee is the effective spokesman for the association.

Senator BURDICK. Then you are this morning speaking for the American Bar Association as its president-elect?

Mr. WALSH. As president-elect, with the authorization of both the Board of Governors and the committee.

Senator BURDICK. Did the Board of Governors act on this?

Mr. WALSH. No, they did not. They were told of the situation and they have been polled and consented to my appearing here today.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. We welcome you here.

Mr. WALSH. Thank you, Senator.

Senator HRUSKA. Judge Walsh, we first had an acquaintance with you in your days, or rather in your years of service as Deputy Attorney General. What years were they?

Mr. WALSH. That was 1958, 1959, 1960.

Senator HRUSKA. And it is my recollection that you served on the Federal bench for a time?

Mr. WALSH. I served on the Federal bench before coming to Washington, Senator. I was district judge in the southern district of New York from the middle of 1954 through 1957.

Senator HRUSKA. This standing committee on judicial selection, you indicated the vote was unanimous. How was the vote conducted?

Mr. WALSH. If there is a matter of great urgency it will be conducted by telephone and confirmed by mail; otherwise it is done by mail. On occasion, the committee will meet, to discuss a particular case.

Senator HRUSKA. And, of course, prior to the vote being taken, this abstract prepared by the circuit representative is distributed among the members of the entire committee, is that correct?

Mr. WALSH. That is correct, Senator.

Senator HRUSKA. What has been the experience of this committee? You mentioned the case of Mr. Morrissey.

Mr. WALSH. That was the last case in which this committee was in the position of opposing a nomination before this Judiciary Committee of the Senate. During the intervening years there has been a very general concord between the Deputy Attorney General, the Attorney General, and this committee. Again, when we deal with the Attorney General, we deal without any authority other than the reasonableness of our position, and in each case, prior to this the Deputy Attorney General and the Attorney General have acquiesced to the views of this committee.

Senator HRUSKA. I am a little puzzled. Mr. Walsh. I recall that some nine years ago we spent quite a little time here in the Judiciary Committee considering the nomination of Edward M. McEntee for the first circuit, a lawyer from Rhode Island, and his nomination was very, very severely contested. The American Bar Association was represented by Albert Jenner of Chicago who was then chairman of its committee on selection. And Mr. Jenner came to the Judiciary Committee with a bagful of papers, and we went at it, I think, a day or two. Judge McEntee was reported favorably. He was confirmed by the Senate. He was appointed by President Johnson on September 1, 1965, and he is still serving and they tell me that he is a pretty good judge. Do you recall that?

Mr. WALSH. I do not, Senator. I do not recall any nomination that we have testified against since that of Judge Morrissey. I cannot remember the date of that, but my impression was the date was before that of 1965.

Senator HRUSKA. I am confident that this was not an hallucination on my part. It was in the committee room here immediately to my left.

I presided part of the time over the proceedings. But if you have no recollection, that is understandable because it was sometime after you left.

Mr. WALSH. It was in between the time that I was Deputy Attorney General and the time I became chairman of the committee, but it is my impression from my discussions with both Mr. Jenner and Mr. Segal that after the Morrissey nomination—I wonder if that nomination had come up before that?

Senator HRUSKA. The appointment of Judge McEntee was made on September 1, 1965.

Mr. WALSH. Senator. I know the care with which you approach these things, and I would accept your recollection. But I myself have never heard of an instance after Morrissey.

Senator HRUSKA. I propose to ask the Department to furnish us with an abstract, not only of that, Mr. Walsh, but also the case of Irving Ben Cooper of New York. Do you remember him?

Mr. WALSH. Yes, sir. That was earlier. That was during President Kennedy's administration, and that was before the Morrissey case.

Senator HRUSKA. That is right.

Mr. WALSH. There were two others then. I think, Judge Luther Bohannon, and Judge Fox in the Western District of Michigan.

Senator HRUSKA. We had hearings in this chamber on Irving Ben Cooper and I recall well when he sat in the chair that you are now

occupying. The chairman of the House Judiciary Committee sat next to him on his left. Every hour of the time Judge Cooper was being interrogated Manny Celler sat there and listened with great interest to the proceedings. The Senate confirmed Judge Cooper and he is now serving and they tell me he makes a pretty good judge.

Mr. WALSH. Well, Senator, the only question as to Judge Cooper, as I remember it, was one of temperament and I would think I would be fair in saying for the bar of New York that he has made every effort to be a good judge.

Senator HRUSKA. There were very extensive hearings. They are printed. I heard all of the testimony on Judge Cooper and I presided over part of the hearings.

Perhaps, Mr. Walsh, these cases were not during your tenure, and not within your personal knowledge, but I have a list of a total of 18 Federal judges that were rated when they were nominated as not qualified by the American Bar Association from 1955 to 1965 but who were approved by this committee and confirmed by the Senate. They were appointed by President Johnson and President Kennedy and President Eisenhower. I would propose to get from the Department of Justice a little summary or synopsis on each of those. But for present purposes I should like to offer this list for inclusion in the record at this time, Mr. Chairman.

Senator BURDICK. Without objection it will be received.

[The list referred to follows:]

FEDERAL JUDGES FOUND NOT QUALIFIED BY THE ABA

	Appointed	Rating
Appointed by President Johnson:		
Edward M. McEntee (First Circuit).....	Sept. 1, 1965	NQ
Charles A. Muecke (Arizona).....	Oct. 1, 1964	NQ
Sidney L. Christie (West Virginia, North and South).....	May 1, 1964	¹ NQ
Eugene A. Gordon (North Carolina, Middle).....	June 9, 1964	NQ
Appointed by President Kennedy:		
James R. Browning (Ninth Circuit).....	Sept. 18, 1961	NQ
Roger D. Foley (Nevada).....	July 2, 1962	NQ
Irving Ben Cooper (New York, Southern).....	Sept. 28, 1962	NQ
Ben Green (Ohio, North).....	July 2, 1962	NQ
Luther Bohannon (Oklahoma, North, East and West).....	Aug. 30, 1961	NQ
Louis Rosenberg (Pennsylvania, Western).....	July 12, 1962	NQ
Sarah Hughes (Texas, Northern).....	Mar. 17, 1962	¹ NQ
Appointed by President Eisenhower:		
Emmett C. Choate (Florida, Southern).....	July 20, 1954	NQ
Ronald N. Davies (North Dakota).....	July 27, 1955	NQ
Richard H. Levett (New York, Southern).....	Mar. 8, 1956	¹ NQ
David J. Wilson (Customs).....	July 26, 1954	¹ NQ
Joseph P. Wilson (Pennsylvania, Western).....	July 14, 1953	¹ NQ
Cabel M. Wright (Delaware).....	July 27, 1955	NQ
Herbert P. Sorg (Pennsylvania, Western).....	Aug. 1, 1955	NQ

¹ Age.

Senator HRUSKA. Seven of them were appointed by President Eisenhower.

Mr. WALSH. This I can say——

Senator HRUSKA. The last of those were in 1955. Seven were appointed by President Kennedy in 1961 and 1962. Four were appointed by President Johnson in 1964 and 1965.

Since January 1969, some 270 judges have appeared in these rooms for confirmation hearings before this committee and not one of them has been in that category from that time until now. Would you have any comment on that, Mr. Walsh?

Mr. WALSH. Well I just think that the working relationship between this committee and the Department of Justice has been one of the fine things which I have been privileged to experience. I think it has worked well. Ordinarily, there is a concurrence of view, and we regret that we have had to come to a point of disagreement now, but we do this with respect and with regret.

Senator HRUSKA. I am a member of the American Bar Association.

Mr. WALSH. And we are very proud of that, sir.

Senator HRUSKA. I have been a member for almost 40 years. I have a very kind feeling toward the American Bar Association, but when I heard the statement made, not by you but by others, that this was the first nominee for the Federal judiciary—other than Francis X. Morrissey, whose name was withdrawn by the sponsoring Senator—who was held not qualified by the ABA, I could not resist the temptation to get at the facts and obtained this list from the Department. For purposes of the record I am making a request of the Department to provide a résumé on each of these, the circumstances, to sharpen up the dates, and so on.

Mr. WALSH. If I may, Senator, I would like to ask that our committee do the same. I know Mr. Segal, who was chairman during most of this period, would like to comment himself on these names.

Senator HRUSKA. Yes, I am sure he would. And then there was a lawyer from Boston who was chairman for a while.

Mr. WALSH. Robert Meserve.

Senator HRUSKA. Meserve. And he was succeeded by Albert Jenner.

Mr. WALSH. And I think most of those names that you have preceded Mr. Jenner. I think Mr. Jenner began with the Morrissey nomination.

Senator HRUSKA. Well Mr. Jenner was here on Judge McEntee. He was here in flesh and blood.

Mr. WALSH. All right.

We will get this, Senator.

Senator HRUSKA. The dates appear on this little exhibit, and we will at a later time, with your permission, Mr. Chairman, submit whatever the Department might have on these so that we can consider it when we get into executive session.

Is it Mr. Segal's intention to testify?

Mr. WALSH. I know that he would like to if it will not be encroaching on the committee's time.

Senator HRUSKA. We could send the list to Mr. Meserve, Mr. Segal, and Mr. Jenner and see what comments they might have.

Mr. WALSH. That will cover the whole period; yes, sir.

Senator HRUSKA. Information of this kind, of course, will come out sooner or later by friend or foe, maybe both, and I offer it without any motivation other than to get the facts on the record.

Mr. WALSH. Yes, sir.

Senator HRUSKA. One of the witnesses who was here, and you were present in the room when he testified, said that he did not want experienced and qualified public servants like Tom Meskill disqualified because they may not meet some arbitrary test of a private organization which is not accountable to any electorate for their actions. He said:

I cannot accept the substitution of a private organization for that of the Constitutional process.

I do not ask this question in a hostile way, but you were here when the testimony was given——

Mr. WALSH. Yes, Senator.

Senator HRUSKA. And I will give you the opportunity to comment on it if you wish, sir.

Mr. WALSH. I appreciate the opportunity, Senator. We ourselves would never want the day to come when our action was determinative as to confirmation or nomination. We are an advisory group. We do our best to present the facts openly and frankly and fairly to the President and his agents and to the Senate through this committee. That is our function.

If our reasoning is ever found to be wrong, or if our facts do not support our reasons, then we invite your departure from our position. But we have hoped that we might always be right and always be persuasive. Now that may not be the lot of any person, but we do not ask to be heeded in any arbitrary fashion, or in any fashion except as an advocate whom we hope will always be persuasive to you.

Senator HRUSKA. Mr. Chairman, I should like to take this opportunity to say that having witnessed most of these occasions as a member of the committee, I can subscribe to the fact that the American Bar Association, whenever it has been requested for information or testimony or for evidence of any kind, always steps forward and presents their case and presents it as best they can. I have never taken that as an effort to dictate or to veto appointments, but as an effort to get before the committee, and therefore before the Senate, those facts they consider pertinent. To that extent I certainly want to testify on behalf of the efforts of their very fine committee which has always been headed by very fine lawyers.

Mr. WALSH. Thank you, Senator.

Senator HRUSKA. I have no further questions at this time, Mr. Chairman.

Senator BURDICK. Senator McClellan?

Senator McCLELLAN. Thank you, Mr. Chairman. I have only two or three questions.

I have had brief conversations with both the witness who is testifying and also the nominee. And as yet I have reached no decision with respect to Governor Meskill's nomination. I was not able to be present at the previous hearings, and I have not yet had the opportunity to read the transcript of the evidence that has been presented. But if I understand correctly, the American Bar Association is challenging the wisdom of confirmation of this nominee on three grounds. First, legal qualifications; that is, professional. You regard him as not qualified to fill the position on the Court of Appeals for which he has been nominated. Am I right?

Mr. WALSH. You are correct, sir. Quite right.

Senator McCLELLAN. Next, you question his judicial temperament. Now, you have testified on that a little, and I am sorry that I did not quite understand the reasons that you gave in support of it. But you do challenge him on that score; do you not?

Mr. WALSH. Yes, sir. On the basis of facts adduced in the hearings in September.

Senator McCLELLAN. I will read that. I am not familiar with it at the moment.

Last, you challenge his integrity.

Mr. WALSH. We ask for further investigation, Senator. We do not yet challenge.

Senator McCLELLAN. Well, all right. But you raise the question of his integrity. You suggest that there is a question of integrity that should be examined?

Mr. WALSH. Yes, sir.

Senator McCLELLAN. And that is something that will be determined upon some further development; is that correct? Plus any further testimony that might be taken in that regard.

Mr. WALSH. That is right, Senator.

Senator McCLELLAN. Now, I will pass up the last two, the temperament issue and the integrity issue, because, as you say, you are not prepared at this time to make the charge, or to sustain the charge of a lack of integrity that would disqualify.

Mr. WALSH. Very good, sir.

Senator McCLELLAN. You do feel that he is disqualified from the standpoint of judicial temperament?

Mr. WALSH. Sir, on the basis of these five instances which I have cited; yes, sir.

Senator McCLELLAN. Are you satisfied yourself in your committee that from the standpoint of his temperament, as you may have testified to, and whatever facts that you give in support of it, that he is not temperamentally qualified or suited to serve in this position?

Mr. WALSH. I regret to say that I do feel that his temperament is not fitting that of the appellate courts, or particularly the Court of Appeals for the Second Circuit—not on the basis of the ABA committee report but on the basis of testimony given by Mr. Smith and Mr. Sacks after Mr. Sutro and Mr. Connelly had completed their testimony.

Senator McCLELLAN. All right. I am only trying to clear it up so that I know what the issues are when I get into them.

Now, I have listened to you with respect to his professional qualifications, and it seems that on the record he does not have a background comparable to those of some distinguished jurists that we have all known, admired, and respected and, for that reason, you would hesitate to recommend him. I think that very few would have a background equal to those of the distinguished jurists that you mentioned by comparison. On the face of it, though, this nominee is a graduate of a law school that I am sure has a good reputation. He practiced law actively for at least 6 years, was associated with a firm, and possibly also practiced law when he was mayor of a city, his home town.

What is the size of that city? Does anyone have any idea?

Governor MESKILL. 90,000.

Senator McCLELLAN. A city of 90,000 people.

After serving that city as mayor, he was elected to Congress for two terms and served there. The people of his State then elected him Governor, and he served 4 years in that capacity.

Now, having the qualifications required to be licensed to practice law in the courts, having actually practiced, and having had the ex-

periences that are certainly enabling and strengthening in my judgment for anyone who is a lawyer, capable of being a lawyer, of serving as a mayor of a city, two terms in the House of Representatives, and 4 years as Governor of one of our great States—in which capacities he has been active and has been exposed daily in the performance of his duties to the operation, the administration, and the interpretation of the laws of our country—if I have stated the facts correctly, and I believe I have——

Mr. WALSH. I think you have, sir.

Senator McCLELLAN. I think that presents a prima facie case of legal qualification for the position. And I think that, since you challenge it, the American Bar Association challenges it, I think it must assume the burden of now establishing some deficiency or some lack of capacity in that area that would warrant this committee in rejecting him because of incompetence.

I say that now because we are into this, and I am going to try my best to be fair. I have no personal feeling in the matter. But when the American Bar Association—and I am not criticizing it; I think it should try to serve in an advisory capacity as you suggest and should be jealous of the judiciary to try to make certain that competent people are appointed—but when one with a record such as Governor Meskill has is nominated and the bar association challenges, I think the burden then is yours. You must assume the burden of proof to establish to this committee that he is not qualified.

On the subject of his judicial temperament, I will pass that by, but I will read what you have pointed out. It is sometimes hard to know exactly how a man will perform on the bench. We all have some disappointments, but some surprises as well, I am sure, as we observe those who are elevated to these distinguished positions. Some behave in the manner that we anticipated; others go off on some other tangent that we had not anticipated. There is no way to be certain about that. It is, to be sure, a proper element of consideration in determining the suitability of one to serve; I make no question about that. But it is difficult to be certain that one's prediction will come true.

Finally, we come to this question of integrity. On that I do not know what will be developed. For that reason, on that issue I completely reserve judgment and will weigh all the evidence as it becomes available. If there is associated with the Governor's record anything that would impair his integrity for the task before him, we certainly want to know it, and these facts should come out.

But on the issue you state now, the issue of his judicial qualifications. I do not think a case has been made against him, not enough to convince me that he should not be confirmed because he has not been a judge somewhere before, or practiced with some big law firm, or had a great reputation—and I know those things are taken into account.

Mr. WALSH. Senator——

Senator McCLELLAN. It seems to me he has a pretty good reputation among the people who know him, the people with whom he served, and I would at the moment hold him qualified unless you can show something else. But on the question of integrity, I await with interest whatever testimony will be presented.

Mr. WALSH. Senator, we appreciate your analysis. On the question of qualification I would only say that we have a virtually complete

lack of appellate experience and a most limited trial experience by his own statement. Here is a man who is gifted with qualities that made him an attractive political figure. Very early in his career he had to make a choice between politics and law, and he obviously made a choice that was a highly successful one; but we simply say it does not qualify him for a judgeship.

But, Senator, we appreciate your comments.

Senator McCLELLAN. Very well. We may have differences of opinion about that, but I wanted to state very frankly my position at the moment. There may be something that would change my mind about it, but I would have to have some further proof about his lack of ability and competence before I would vote against his confirmation on that score.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. Thank you, Mr. Chairman.

To pick up where Senator McClellan left off, Mr. Walsh, I might say that I think the analysis that Senator McClellan made of the case is an excellent one, and whether one would agree with his conclusions or not, it is very well stated. Senator McClellan has, I think, identified the issues that we are dealing with.

With respect to the investigation that the bar is doing, both the New York bar as well as the ABA, on the issue of integrity, can you tell the committee when you feel that this investigation is going to be concluded?

Mr. WALSH. Well, Senator, if the appendix is as complete as we hope it will be, we would hope that with both associations dividing the work we could, hopefully, finish it, at least have something worth reporting, within a month. Now, obviously we are a volunteer organization with no subpoena power and we must get what information we can from people who are willing to talk with us, and we could at least report back within that time, if we have trouble in this respect, so that this committee may then consider whether it wishes to use process to go further, or we may report back that we feel it would not be worth your going further.

Our observation to you is to be forthright and candid. We are not trying to make a case one way or the other. And again, taking Senator McClellan's analysis, we concur in the analysis and we hope that we have made our points in all three areas.

Senator TUNNEY. When you say a month, you are talking about the end of February?

Mr. WALSH. I would probably say the first week in March. I think we would probably get this document in the first week of February, and that would give us a month in which to work with it.

Senator TUNNEY. By document—

Mr. WALSH. This would be the appendix of the Connecticut General Assembly Committee report.

Senator TUNNEY. Why is it that you have not completed this investigation at this time?

Mr. WALSH. Well, up until now, we have not even had the minutes of their hearings, and it seemed to me to avoid duplication, to avoid going to the same person several times, and even more importantly, to avoid any conflict with the Connecticut General Assembly's work, that it would have been improper for us to start before they finished.

The Association of the Bar of the City of New York has attempted to pursue this matter further since January 7, and I think that it is important that we both not overlap each other, so that we do not bother people unnecessarily and, more importantly, that we do not disturb each other's lines of investigation. So we must, therefore, work out divisions in the field.

Senator TUNNEY. Mr. Walsh, my office rechecked the facts on when the last judge was found unqualified by the ABA and was confirmed by the Senate. The last such judge was Edward McEntee of the first circuit who was confirmed on August 31, 1965, and was finally appointed September 1, 1965. The Morrissey nomination occurred on September 28, 1965, after McEntee had been confirmed.

Mr. WALSH. That does then reconcile Senator Hruska's recollection with mine, and we are completely in accord.

Senator TUNNEY. Now, Mr. Walsh, there have been charges that the ABA standards are too narrow or too parochial on judicial qualifications. As I understand your position on this nomination, it is that there is no indication of significant achievement in the law of any kind. Whether it is in trial practice or appellate work, either working for the Government or in private practice, or in academia, working on the law in a scholastic sense, the Bar feels that for a person to be qualified to be a circuit court judge, there should be some indication that, at least in some areas, there has been significant experience in the law. Is that correct?

Mr. WALSH. That is correct. If we had a case of a man who was a distinguished legal scholar and we were contending that he should not be confirmed because he had not had *x* years of trial experience, that would be a completely different question.

We have here a case where there has been no demonstration of professional, of outstanding professional, achievement in any field. I mean, we respect greatly public office achievement, and if that can be added to the professional work, it has the makings of a great judge. But if it is offered as a substitute for any other, or for all, professional activity, then we feel we have to report not qualified, and that is what we have here.

I think that not only has there been no litigation experience by Governor Meskill's own statement, which was significant, but no professional work of outstanding quality of any sort.

As Governor, of course, he has had to deal with questions involving the law where he is advised by other lawyers, the same as the head of a large business enterprise might have. But this does not constitute professional work as you know it from your own, and other lawyers would know it from their own, experience. It is not a case where he is responsible for legal analysis or the legal solution worked out.

Senator TUNNEY. One of the things that is sometimes referred to as differentiating an appointment to the Supreme Court as contrasted with the appellate court is that, in the case of the Supreme Court, a judge is expected to exercise, in the decision of constitutional questions, a feeling or an understanding for the political and social processes of the country, and that he brings his own philosophic stand to the work on the court. In the case of the circuit court a great degree of legal scholarship is required because of *stare decisis*, and we know

that in the case of the Supreme Court, stare decisis is not always followed. In fact, stare decisis is frequently ignored by justices, who feel that the law as formerly stated by the Supreme Court no longer should be applicable to the society.

Would you care to comment on this point made by some on the differences between the qualifications of an appellate court judge, who must be a scholar in the law and follow the stare decisis, as contrasted to the Supreme Court Justice?

Mr. WALSH. Senator, the Supreme Court is unique among all courts, and because our Constitution is written in such general terms, its own reading of the words of the Constitution must turn upon broad philosophical views at times, and also I would suppose political instincts in which public office experience would be of great value.

I think this is true to a degree in any court, but in a circuit court of appeals, which is governed by the broader views of the Supreme Court, there is much less scope for such feeling. Humanism in a judge is always a necessary and desirable thing, but the real question of the court of appeals is what does this record before me really mean, and what is the evolving course of the precedents in these areas, and how can they be reconciled with craftsmanship to achieve the broad objectives which the Supreme Court has laid out with fairness to the parties and with a minimum of dislocation to the precedents which govern great communities, great commercial communities.

We have been privileged in the past for many years to have judges who either had the apprenticeship of district court training or State court training, or who have distinguished careers on the faculties of law schools. We are very proud of law schools in our region, and we have had Judge Clarke from Yale and Judge Milligan from Fordham, and Judge Hayes from Columbia.

But all of these men distinguished themselves in the law before they were put on the Court of Appeals for the second circuit. They were not put there to start their effort in the profession. There are so many avenues open for getting experience of this sort, either through the State courts or through trial courts, or just by practicing, that it seems regrettable to try to deal with this court when one of its members has not had this training. This is going to have, I think, a serious effect on all of those who come before it and upon the court itself. They have a heavy volume and they move quickly. They are one of the courts which is trying to preserve oral arguments as a tool of the profession. All of this means that they must make up and save the time somewhere else, that they have to come into court prepared, fully educated on all of the elements before they start even hearing argument, and then they would be in a position to put the finishing touches on their motions after they had heard them, and this is a strong test for the best of lawyers.

Senator TUNNEY. Mr. Walsh, are you familiar with how many cases come before the second circuit in a year?

Mr. WALSH. I cannot give you the number, but I think it is either the second or third highest volume circuit. Senator Burdick probably knows this from his own work.

Senator BURDICK. It is the third highest.

Senator TUNNEY. It is my understanding there were about 1,800 cases that came before the court last year. Is that accurate?

Mr. WALSH. That would seem——

Senator BURDICK. It is between 1,800 and 1,900.

Mr. WALSH. You have nine active judges, and they have the help of, I would say, five or six senior judges.

Senator TUNNEY. Now, that means that each judge has well in excess of 100 cases, even assuming the seniors participate in the case load.

Mr. WALSH. Yes; I would think well in excess of that and, of course, if you must sit in panels of three, that means you must be prepared on two cases that you do not write an opinion on for every one that you do write. Some of these are disposed of summarily, but the Court of Appeals has followed the practice of at least hearing everybody, giving them a chance however brief.

Senator TUNNEY. As I understand your argument, you are saying the person has to bring with him when he comes to the court, prior to the time he ever takes a look at the case, a considerable understanding of the law in those areas upon which the court must decide.

Mr. WALSH. Yes, sir. That is correct.

Senator TUNNEY. If he does not have that background of experience, in a sense he or she would be floundering?

Mr. WALSH. I'm afraid so. Even if we had an ideal person appointed to that Court, there will be areas in which he could not have been prepared in advance. But if you had someone who has got all of these areas in which to start his education, then it is seemingly an insuperable job. People have said it takes 5 years or 10 years to perfect a judge. But that is where you start with someone who is already at home in the courts, and who has already dealt with legal questions day in and day out for many years.

To start with someone to whom all of these areas are strange is, I am afraid, going to have an impact on the work of the court.

Senator TUNNEY. Just one final point, Mr. Walsh.

I reviewed your written statement that you placed in the record, and you said that you further request in the interim that the Federal Bureau of Investigation be directed to conduct a meaningful investigation into these facts—I assume the subject of your own investigation—so that this committee should have the advantage of information received under the sanction of Federal law rather than be forced to rely upon the work of two voluntary bar associations acting without the power of subpoena or sanction of perjury.

Has there not been—I would like to ask the chairman—an FBI investigation of the nominee?

Senator BURDICK. I believe there has been a preliminary report from the FBI which is confidential, of course. But I believe what the witness is referring to is a special one, based on this leasing argument.

Mr. WALSH. That is correct, Senator. In every case the Attorney General requests an FBI investigation of a potential nominee. This is largely in the area of a community reputation survey, because ordinarily there is no specific question to be raised and to be resolved. It seems to us that now that the Connecticut General Assembly's Committee has reported and raised these questions we now have a very distinct target of inquiry, and the FBI more effectively and much more quickly could question those who should be questioned.

The Connecticut General Assembly's Subcommittee has made clear that it did not regard as its function to determine the involvement

of individuals. It was out to investigate a practice, and it recommended that this practice which has been indulged in be made criminal in the future. But obviously, as the members of the committee know, in many inquiries before legislative bodies when you are trying to resolve a problem for the country, or for a State, you do not have time to go off on tangents to decide what an individual did or did not do.

It seems to us that the FBI could pick up these leads and do that very quickly, and that is why we made that suggestion, Senator.

Senator TUNNEY. You do not have, do you, any personal animosity against Governor Meskill?

Mr. WALSH. No, sir.

I met him for the first time this morning. I understand that personally he is most attractive, and it is with sincere regret I take the position I do today.

Senator TUNNEY. Do you know whether any members of the Qualifications Committee of the Bar have any personal animosity?

Mr. WALSH. I am sure they do not. I do not think any of them knew him before this investigation.

Senator TUNNEY. Thank you very much.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I have just one short question, if the Senator from Pennsylvania will indulge me.

Do I recollect accurately, Mr. Walsh, that during your opening statement you referred to these leasing practices in Connecticut?

Mr. WALSH. Yes, sir.

Senator HRUSKA. And that it may have been a practice inherited from former administrations and former years?

Mr. WALSH. That is our understanding, sir.

Senator HRUSKA. Have you made any inquiry as to whether other investigations had been made within Connecticut by the legislature or law enforcement officers of previous years' transgressions, such as those that are suspected and alleged in the case of Mr. Meskill?

Mr. WALSH. We did not, sir.

Senator HRUSKA. In the further inquiry into this, if you could make inquiry into that I think it would be useful to find out how those practices were regarded before, and if any charges were raised what disposition was made of them.

Mr. WALSH. I agree with you, and we will do that, sir.

Senator HRUSKA. That would be helpful.

Mr. WALSH. Yes, sir.

Senator HRUSKA. Thank you.

Senator BURDICK. Senator Scott?

Senator SCOTT. Judge Walsh, as you know, I have a very high regard for you personally, and we have met many times and have disagreed almost as often as we have met.

Mr. WALSH. Not quite, Senator, but probably we only meet when we have trouble.

Senator SCOTT. I note that your priorities place the qualities of creativity and originality rather low on the list as you enumerated them. Is there any reason for that?

Mr. WALSH. I did not realize that I had placed creativity or originality low on the list, Senator. Those qualities, within the discipline of

legal analysis, are, as we all know, very valuable, as long as they are in skilled hands.

Senator SCOTT. We have a list here of some 18 Federal judges subsequently appointed who were opposed by the American Bar Association. I note that one of those judges appointed by the late Senator Kennedy was the same judge who President Johnson selected to administer the oath of office to him as President of the United States.

Mr. WALSH. I am unclear.

Senator SCOTT. Judge Sarah Hughes of the northern district of Texas.

Mr. WALSH. The only reason for our opposition to Judge Hughes was a matter of age. There was no suggestion whatsoever that she lacked either legal training, qualifications, temperament or integrity. It was simply a matter that she was over 64 at the time that she was appointed, and to come into the Federal system at that age meant that she would not be eligible for retirement without serving, I think, until 74 or 75, which as a matter of policy was called to the attention of this committee as a basis for opposing confirmation.

Senator SCOTT. She did continue to serve for a number of years, did she not?

Mr. WALSH. Yes; she did and there have been no complaints.

Senator SCOTT. And no complaints.

I refer to your prepared statement as follows:

Although the Association firmly believes that high public office is a valuable experience in developing judgment as to the use of governmental power and in the evaluation of conflicting points of view, it does not believe that it is a substitute for an adequate grounding in the skills of litigation or other professional skills necessary for the analysis and decision of the type of case arising in the Second Circuit.

Referring to those who hold high office, has the association ever found a Governor qualified, in your recollection?

Mr. WALSH. Yes; Otto Kerner in the seventh circuit.

Senator SCOTT. Yes; I thought we would get that answer. Then you can make mistakes?

Mr. WALSH. Yes, sir.

Senator SCOTT. And did.

Mr. WALSH. Yes, sir. And we hope we do not repeat them.

Senator SCOTT. Well, we want to be sure you do not, or that we do not.

Has the association ever approved the majority leader or the minority leader of any State legislature that you can recall?

Mr. WALSH. Yes; Judge Travia in the eastern district of New York.

Senator SCOTT. Judge Travia. And has he served with distinction, without any problem?

Mr. WALSH. He left the bench because he felt he was temperamentally unhappy there.

Senator SCOTT. Unhappy?

Mr. WALSH. Yes.

Senator SCOTT. He did not say that he left the bench because he was temperamentally unqualified; did he?

Mr. WALSH. I think he reached that conclusion. We did not.

Senator SCOTT. He reached his own conclusion.

Now, you refer to two of our former colleagues, Judge Homer Thornberry of Texas and Judge Oren Harris of Arkansas. Did not the bar association find them qualified, notwithstanding the fact that each of them had spent some 20 or 25 years in Congress and away from the practice of law?

Mr. WALSH. Yes, sir. But I was not on the committee at that time. It is my understanding that they had litigation and professional experience notwithstanding that long period away from the law.

Senator SCOTT. Judge Thornberry, in fact, was very prominently mentioned for a vacancy on the Supreme Court at one time; was he not?

Mr. WALSH. He was, sir. He was.

Senator SCOTT. So the fact that they had been 20 or 25 years in Congress and away from the practice of law then was not a bar in the opinion of the American Bar Association?

Mr. WALSH. That is right. As you well know from your own distinguished practice, when that experience has been achieved and those instincts developed, public office adds to the stature of a potential nominee and adds a great deal to the court, as I tried to indicate, in fairness to Governor Meskill.

Senator SCOTT. Yet by your criteria, would it not be a fact that no members of the Judiciary Committee would be qualified to be appointed to the bench? I disqualify myself immediately on the grounds of age, but aside from that?

Mr. WALSH. Senator, I think any generalization such as that could only get us into trouble.

Senator SCOTT. That is why I asked it.

Mr. WALSH. But I would doubt that we would have that response. I would very much doubt that.

Senator SCOTT. You really think you could pass some of us on the Judiciary Committee for a judgeship?

Mr. WALSH. Well, if for any reason one of you were so inclined, why we would regard this as a welcome challenge, and look into it with great enthusiasm and cooperation.

Senator SCOTT. I appreciate that. In other words, you would not do it.

Now, as a matter of fact, the Attorney General, who is one of my closest friends in Washington, has done a great job in the cabinet and is going to be Ambassador to India, but he has been years away from the practice of law. Could you find it in your law to recommend him for a judgeship should that be his ambition?

Mr. WALSH. I cannot speak as to his earlier experience, but I know that he has been attorney general of Ohio I think for 6 or 8 years. I would assume that he had some litigation, but I do not know, Senator. I do not know the facts.

Senator SCOTT. What about those members of the Cabinet who are lawyers? Can you think of any of them who would be qualified to be a judge by your standards?

Mr. WALSH. The ones I think of offhand are not lawyers, so I do not know whom you had in mind.

Senator SCOTT. I did not want to finger them myself. I just felt that they would not get by your rather rigid, in my judgment, standards.

Mr. WALSH. Senator, we try very hard not to be rigid.

Senator SCOTT. But you did in 18 cases fail to recommend, and yet the Senate Judiciary Committee and the Senate overruled you; did they not?

Mr. WALSH. This is the record from Senator Hruska. I do not recall those cases. Some of them were before 1958 when I first came to Washington; and so I cannot speak with certainty, sir. But I accept the statement. Anything that Senator Hruska had I am sure would be correct.

Senator SCOTT. I am sure that the statement is correct that seven judges were named by President Eisenhower, seven by President Kennedy and four by President Johnson, if the record is correct.

You know of nothing in Governor Meskill's character or personality which would disqualify him for elevation to the bench, do you?

Mr. WALSH. No. It seems to me that he is—that his public activities are fine. The question that we raise is the adaptation of his qualities to an appellate court and we raise the question of his training and experience, the question of temperament. Senator, earlier in the hearing when you were not here there were a number of instances referred to which we did not raise, but which others raised, which indicated that he had qualities of impatience that are desirable in some offices, but not in an appellate court.

Senator SCOTT. You referred to the Connecticut Subcommittee's report, and although we had discussion on that in the last hearing, I do not believe your witness testified on that?

Mr. WALSH. No, sir, he did not. The report came after the last testimony.

Senator SCOTT. But we were urged in the committee not to act in haste because we were supposed to wait for this report.

Mr. WALSH. Yes, sir.

Senator SCOTT. As one of the arguments. Now, we meet months later, and we are told the report still is not ready, but we will have it February 1. Now, I do not know whether or not there is any motivation behind this delay, not from you, of course, but from Connecticut. But your testimony says this report does not attempt to draw conclusions as to the legality of the action of any individual, including Governor Meskill.

If you are condemning a practice which was a longstanding practice, you are not condemning individuals or the legality of the practice, why did you feel it necessary to include that?

Mr. WALSH. It seems to me that this committee should know the essence of the report so that you could see the value to our inquiry of the appendix which is to be forthcoming on these 54 leases, that it is not something that we could disregard and brush aside and say we will go ahead notwithstanding not having it. That is why I thought I should summarize from the very report itself. I have not editorialized on any of it.

Senator SCOTT. Would you agree that the decision to name such judges and justices who did not have much, who had limited prior legal experience, to name such justices as Douglas and Minton and Frankfurter and Holmes and Learned Hand and others, would you agree that that was in retrospect a series of wise selections?

Mr. WALSH. Yes, sir. In almost every one of those cases, as we noted earlier I think while you were out, there was an apprenticeship on a district court. Holmes served in the State court, and Frankfurter had a brilliant academic background. Douglas had come up through the SEC, had been a counsel to the Commission in its formative days, dealt with the immense legal problems of the public utility holding com-

panies and the beginnings of our securities regulation. He was the lawyer and the architect in those areas, so we would have no question about men like that.

We are not here confronted with a problem of a brilliant lawyer who has had a limited litigation background. We are confronted, I am afraid, with a distinguished public servant who has not been in the law at all to speak of, in any significant fashion. His achievements have been in other areas.

Senator SCOTT. Was that not true, for example, of Justice Minton?

Mr. WALSH. I know that he came from the Senate, but my impression had been that he had been a lawyer in Indiana before he came to the Senate.

Senator SCOTT. Many years before he served in the Senate, quite a while.

Mr. WALSH. I do not know the facts on that.

Senator SCOTT. And had Justice Douglas been a judge, and if so, was it not, to my vague recollection, that he was a justice of the peace, or judge of a very minor court?

Mr. WALSH. That was Justice Black, I think.

Senator SCOTT. That was Justice Black.

Mr. WALSH. Yes.

But Justice Douglas had come up through the administrative side of regulation and had been through the litigation of all of these administrative agencies.

Senator SCOTT. I thought I understood you to be arguing that for the circuit court there were certain higher or special qualifications that should be ascertained as against the district court. I heard a former president of the American Bar Association argue exactly the opposite to say, in fact, that this man is recommended for the district court, I could not approve him, or would have a hesitation approving him because he has not had experience of the day-to-day give-and-take of the courtroom, but because he is intelligent and strikes me as a man who knows something about the law. I would have far less difficulty in finding him qualified for the circuit court since there has been an absence of the rather volatile give-and-take of trial work.

Do you accept that distinction?

Mr. WALSH. I think the distinction as probably raised I do accept. This would probably be Mr. Segal who regretfully could not be here today because of a funeral; otherwise he would be here with us. He has always taken the position that the specialized experience of trial practice is less necessary where you have a distinguished lawyer under consideration for an appellate court. But he has always insisted on some counterbalancing distinction within the profession.

In other words, if we have a Frankfurter who had a distinguished career on the faculty of Harvard Law School in a multijudge court, why that was the kind of distinction that Mr. Segal would be trying to make.

Senator SCOTT. This of course is where we diverge, because you give the foremost weight to Harvard Law School.

Mr. WALSH. No.

Senator SCOTT. I give as much weight to the difficulties of being a Governor. I think sometimes being a Governor is harder than being on the faculty of Harvard.

Mr. WALSH. Senator, let me disabuse you of any prejudice. I worked the better part of some years for Governor Dewey, as you know, as counsel and assistant counsel.

Senator SCOTT. I know. I had the pleasure of knowing you there.

Mr. WALSH. I can think of no more difficult job except possibly being mayor of a city. On the other hand, I know how much legal work Governor Dewey did during that period, and I know how much Judge Breitel and I did. So in terms of initiative judgment, the difficulties of the day-to-day world and understanding human nature, those things, I have great respect for the governorship. I just question it as a substitute for either legal scholarship or litigation experience in itself.

As an addition to it, it may make the difference greatness and mediocrity, but it is not a substitute for it, any more than I would pick the chief executive officer of a great business and say that because of his day-to-day problems and the difficult questions of judgment that he has to make and the immense financial responsibilities that he takes that he should go on the second circuit.

Senator SCOTT. As we know, there are an infinite variety of legal practices, and an infinite variety of legal specialists. It seems to me that the largest part of that enormous group of lawyers in this country are debarred from consideration by the ABA criteria, which this oversimplifies, and I know you want to respond, that seems to say that you will approve much more readily those lawyers who have had active trial court experience, or those lawyers who have had active law faculty experience, from which you have probably excised, I do not know the figure, but maybe 70 percent of the lawyers of this country from choice.

The second objection that I have is well known to you, is that I doubt whether or not any private body should be privileged to exercise the veto over a function to be exercised by the Congress; namely, the selection of judges. I would not think the American Medical Association should pass on the Public Health Service other than when requested having to do with specific itemized qualifications of some specialist who might know about an X-ray, that sort of thing.

I do not think that the Chamber of Commerce should have a veto on the Secretary of Commerce or the AFL-CIO should have a veto on the Secretary of Labor. And I wonder why in effect we have all been confronted with what amounts to a virtual veto which the American Bar Association has on the selection of lawyers for judges.

Your expertise is enormously helpful, but it certainly reached a point with regards to the Supreme Court where you were disinclined for whatever reason. If you are disinclined from passing on the Supreme Court, why should you have what amounts to a virtual veto on the circuit court and the district court?

Mr. WALSH. If I may address all three questions, probably in reverse order, first I would like again to make clear, as I already have tried to, that we do not want a veto power. We have never wanted a veto power, and we should not have a veto power.

The strength of our recommendation is no better than the reasons and the facts on which it is based. We rely on persuasiveness.

Now, if indeed we have been persuasive with the Deputy Attorney General and the Attorney General for a period of years, that is still no more and no less than having the facts and having the arguments to back them up in dealing with them.

Now, as to the Supreme Court, we were disinvented because we found two people not qualified. This sometimes happens when people want only one kind of advice, and that is the advice they agree with. We did our best, and we made our report, and that is the reason for being disinvented there. We think it is a great loss to the public, and that in the future, that change, that disinventing, will be regretted.

However, this is a different story, and I would not take time to argue it now.

As to the disenfranchising, or at least disqualifying as potential judges, a large portion of the profession, again this is never done in generalized or wholesale terms. Each person is looked at, and I can assure you anyone who has been through the problem of opposing, even with the Deputy Attorney General, a potential nominee, that no one welcomes it, and no one invites it; and we hope in each case that we are going to find a nominee that we can clear and say let us go.

But over a period of time, I think that a study could be made, and maybe one should be made, of the problems of persons going on the bench, particularly the first 5 years where they are strange to litigation. I have seen good, devoted men become sick and finally break down and give up in an effort on the district court.

Now, I have had an opportunity to watch the appellate court that closely, but a man I can think of, one who was one of the finest real estate experts in New York who attempted to be a district judge, who was not at home with the jury, who did not understand what was going on in the cross examination, simple as that may seem, whose ability to rule instinctively on questions of evidence just was not there. Even though he worked three times as hard as many other judges, he got into more trouble.

Now, I have gone further than I expected, and I would rather not mention it, but it was a long time ago, and it happened to be a colleague of mine with whom I was very friendly. This I think could be proved out if anyone wanted to make a study, and again it is simply that we present our reasons for your acceptance. We have no contention beyond the fact that we have analyzed the facts as carefully as we could, and that these reasons seem to have stood up and to have been accepted over a period of years. They should also be reexamined.

I think that our committee, if it ever drifts into a position of acting in a formalistic, mechanical manner, simply adding up the number of cases a man has had and reaching a conclusion, that we would begin to do then a disservice to this committee and to ourselves. Each man has to be looked at individually. Having said all of that, we come out with what we have here, because there was nothing in the professional career of Governor Meskill that we could hang on to.

If that had been somewhat more extensive, then these public offices which he has discharged would greatly add to it.

Senator SCOTT. Well, on that we disagree. But I said I had the greatest respect for you. You are a most eminent lawyer. The choice you have is not pleasant. We know that. And you have been a great public servant. And I cherish my personal friendship with you, and you understand my point of view.

Mr. WALSH. I do, sir, and I welcome your view.

Senator SCOTT. It is as strong as yours.

Mr. WALSH. Yes, sir; and we respect it and I hope we will always have this exchange and we will continue to. You try to continue to educate us, and we will do our best, too.

Senator SCOTT. Thank you.

I am not going to ask you to name any of us to the court.

Mr. WALSH. We would not want to lose you, I can tell you that.

Senator BURDICK. Do not rule us out. [Laughter.]

Mr. WALSH. No, sir.

We have great respect for this committee.

Senator BURDICK. Mr. Walsh, to clarify one point, I believe your testimony is that this is the first nominee since Mr. Morrissey that you had held against.

Mr. WALSH. Yes, sir.

Senator BURDICK. You mentioned that Mr. Segal would have liked to be here with us. Was he on the standing committee?

Mr. WALSH. He was the chairman of the standing committee for more years than anyone else, and he was the chairman at the time that most of its methods of analysis were developed and he would have liked to be here to share the expression of views.

Senator BURDICK. Did he participate in this particular case?

Mr. WALSH. He did participate in it, in the sense that all past chairmen are privy to the investigation and he had an opportunity to express his view and he then again, as late as last night, reaffirmed the view which I am expressing today.

Senator BURDICK. If he has requested to appear we will arrange for it the next time we meet.

Mr. WALSH. Thank you very much, sir.

Senator BURDICK. Are there any other questions?

Well, thank you Mr. Walsh.

Mr. WALSH. Thank you very much, sir.

Senator BURDICK. The committee will be in recess until 1:45.

[Whereupon, at 12:55 p.m., the hearing was recessed, to reconvene at 1:45 p.m., this same day.]

AFTERNOON SESSION

Senator BURDICK. The committee will come to order.
Judge Bauman.

TESTIMONY OF ARNOLD BAUMAN, CHAIRMAN, COMMITTEE ON THE JUDICIARY, ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK, ACCOMPANIED BY SHELDON ELSER AND BERNARD NUSSBAUM

Judge BAUMAN. My name is Arnold Bauman and I am chairman of the Committee on the Judiciary of the Association of the Bar of the City of New York.

We wish to thank you for the opportunity to present here today the views of the Association of the Bar of the City of New York on the nomination of former Gov. Thomas Meskill as a circuit judge of the U.S. Court of Appeals for the Second Circuit. Because the second circuit acts as an appeals court for all the Federal courts in the State

of New York, our association has a keen interest in the quality of judicial appointments for this very important court.

This committee has already conducted hearings on the appointment and we reaffirm our position that Governor Meskill lacks the professional qualifications to become a member of the second circuit. We will focus primarily today on matters that have not previously been reviewed here, particularly matters arising from the investigation of the Connecticut General Assembly into leasing practices within the State of Connecticut. Our association has recently received access to certain of the files and transcripts of that inquiry.

Before I go further, may I say, Mr. Chairman, that I intend not to talk in generalities about the leasing situation, but more particularly than has happened so far.

Before we embark on the details we wish to state our conclusions, which is that, apart from the issue of Governor Meskill's professional qualifications, this appointment should not be considered until there has been a thorough investigation of the questions raised by the leasing inquiry. The investigations in Connecticut were addressed to subjects pertinent to possible Connecticut legislative and administrative action and those conducting them have specifically and properly disclaimed responsibility for an investigation relevant to Governor Meskill's judicial qualifications. But the questions raised by these investigations are serious, and have placed a cloud on the nomination. Thus, whether or not one agrees with the American Bar Association's position that the candidate should be disapproved on other grounds, we believe that this committee should and will want to pursue these new matters until at least the most important questions have been satisfactorily answered.

At the same time we wish to reiterate that we concur with the American Bar Association that a candidate for the Second Circuit Court of Appeals must have demonstrated substantial professional capacity to deal with the highly important cases that come before that court. We find nothing in Governor Meskill's background which would indicate that he has experience with any Federal matters, except one minor bankruptcy case. Nor has he distinguished himself in other legal capacities. Our review of this candidate's professional background has led us to the conclusion that he has not demonstrated that he is qualified to sit as a judge of the second circuit.

Beyond this, we have made a review of the 10 cases which Governor Meskill listed for the American Bar Association as the more significant litigated matters which he has handled. None involved issues that would ordinarily arise before the second circuit, or for that matter the Federal trial courts. With respect to one case, *Torelli v. Carfi*, which the candidate listed as a 1-day trial in superior court, Hartford, in 1960, we contacted the lawyer who tried the case for the defendant, the attorney being Anthony Monterosso, Esq. He informed us that this case was tried by Mr. Dorsey, Mr. Meskill's law partner, and not by Governor Meskill. On Saturday, January 18, we asked Governor Meskill by telephone whether he remembered the case, which we identified for him specifically, and whether Mr. Monterosso was his adversary.

When he said that Mr. Monterosso was the adversary, we asked him whether he had tried the case. He said that Mr. Dorsey, his partner, had examined the witnesses but that he, Governor Meskill, had written out the questions. It may be observed from the opinion in that case that this was a simple 1-day trial in which the plaintiff, represented by the Meskill firm, claimed that she had bitten on hamburger containing fragments of bone, and the court dismissed for a failure of proof. The list prepared for the ABA by Governor Meskill did not contain the explanation that his participation consisted of writing out questions for his partner.

Another case, *State v. Cloutier*, was listed by Governor Meskill as a 1-day trial in superior court, Hartford, in 1958. A check of the court records shows that this was not a trial, but a guilty plea. When we asked the Governor about this on January 18, he told us that he had heard that inquiries were being made of the court clerk and that he, after a check of his recollection, believed that in fact the case had been disposed of by a plea, not a trial. His trial experience was thus even less than represented to the American Bar Association.

At the time of this preliminary talk of January 18, we requested an opportunity to interview the Governor to discuss in detail with him aspects of the leasing inquiry which had been brought to our attention in meetings with the Connecticut joint committee's staff, and also to review several other matters. The Governor at first refused. After we had assured the Governor that the association was conducting an impartial investigation and that a vote of our judiciary committee was scheduled for Tuesday, January 21, the Governor still refused to permit a personal interview but agreed to answer specific questions at a telephone interview scheduled for 11 a.m. on Monday, January 20.

When representatives of our committee called the Governor on January 20, he stated that he had changed his mind and refused to respond to any questions.

Governor Meskill's silence leaves unanswered a host of questions. The most significant relate to the Governor's role in leasing practices in Connecticut. But questions have also arisen with respect to (a) an order of a Federal district judge in Connecticut which held the Governor's welfare commissioner in contempt of court and referred to the latter's conduct as close to "obstreperous noncompliance with the order of the courts," (b) the events leading to the closing of the University of Connecticut Law School Legal Clinic, and (c) other matters which have been raised by earlier sessions of this inquiry and by members of the legal profession.

We shall devote the balance of our discussion to the leasing issues.

As we have stated, there has recently been an investigation by a subcommittee of the Connecticut General Assembly Joint Committee on Appropriations into State leasing practices in Connecticut during Governor Meskill's administration. We have spoken with the members of that subcommittee's staff and have been granted access to certain transcripts and reports of interviews including interviews with Governor Meskill. We have also spoken with persons who have followed the subcommittee's hearings and have knowledge of certain of the matters under investigation.

As a result of our inquiries the following information has come to our attention which, unless otherwise indicated, we do not believe is disputed.

One. In 1971, after the Governor was elected, Bernard Mussman, a real estate broker whom the Governor knew from the New Britain area, helped put together a group, which included the Governor, to purchase a building on the Silas Deane Highway in Rocky Hill, Conn. The Governor's investment—which apparently came about as the result of a suggestion by a member of the group other than Mr. Mussman—was \$5,000. Among the other individuals who obtained an interest in that building were Mr. Mussman and Paul Manafort, who subsequently became commissioner of the Connecticut Department of Public Works.

Two. After the Governor's election, Mr. Mussman, who for at least 10 years had not acted as a real estate broker in connection with leasing transactions involving the State, did act as a broker in a number of such transactions involving the State.

Three. One transaction involving Mr. Mussman occurred in 1973. During that year the Travelers Life Insurance Co. offered to donate a building in Hartford, Conn., called the Phoenix Building, to the State as a facility for a community college, if the life insurance company could obtain a Federal income tax deduction. When Travelers found that it could not obtain such a deduction, it offered to sell the building and land to the State for approximately \$4.5 million which was about half the value carried on Travelers books. Before the State determined whether to purchase the building, an option to purchase the building and approximately 15 acres for \$4.5 million was obtained by a Mr. Harry Gampel and a Mr. Alan Schaefer who eventually purchased the land and building for that amount. Mr. Mussman received a fee of approximately \$20,000 from Gampel for bringing Schaefer and Gampel together to purchase the Phoenix land and building. Subsequently, the building was renovated by Gampel and Schaefer and it, along with only approximately 10 acres of the land, was sold with the Governor's approval to the State for \$7.3 million. The purchase by the State occurred within approximately 1 year from the date Gampel and Schaefer obtained their option to acquire the Phoenix Building.

Four. In 1974, J. Brian Gaffney, the Republican State chairman, a close personal and political associate of Governor Meskill from New Britain, called the State commissioner of transportation, A. Earl Wood, and stated that a constituent—who subsequently turned out to be Frank Downes, Mr. Gaffney's uncle—was seeking an opportunity to lease property to the State. Before he obtained his position as commissioner of transportation, Mr. Wood had been interviewed by Mr. Gaffney. Mr. Wood assigned a key official in his department, Howard Dickinson, to accompany Mr. Downes' son, John E. Downes, to examine possible sites for a highway garage. This was the first time in Dickinson's long career that he was asked to accompany a prospective lessor to search for a site to be purchased by the latter for lease to the State. The normal procedure when a State agency wishes to lease property is for that agency to notify the department of public

works to seek a site to lease and then the public works department enters into negotiations with the owner of the property.

In any event, in May 1971 Dickinson and John E. Downes agreed that a certain site in Waterford, Conn., would be a good place for a highway garage. On October 27, 1971, the transportation department formally requested the public works department to obtain a site for a highway garage in Waterford. On November 3, 1971, the firm headed by Frank Downes made a detailed lease proposal for a highway garage in Waterford and proposed the site which Dickinson and John E. Downes had previously discussed in May. On November 5, 1971, the Downes company obtained an option to purchase the site from the owner. The State accepted the site for a highway garage and a letter of commitment was signed by the State on May 9, 1972, and by the lessor on May 19, 1972.

A garage was thereafter constructed and a formal lease was executed in September 1973. The lease provided for an annual rental of \$64,500 for 15 years, totaling \$967,500, and an option by the State to purchase for \$407,000. The total amount invested by the lessor in the land and building was approximately \$400,000. The rental per square foot for this property being paid by the State is \$5.43. We have been informed that an appraiser testified before the subcommittee on leasing that comparable property rented to a private party would be priced at approximately \$2.5 per square foot. The subcommittee concluded in its report that the rent being paid by the State on this facility "can only be described as 'excessive'."

[The prepared statement submitted by Judge Bauman continues as follows:]

In late April or early May 1972, State Senator George Gunther, a Republican and Deputy Minority Leader of the State Senate, received detailed information regarding the proposed Downes lease from an anonymous source. He had several conversations with Mr. Gaffney and Public Works Commissioner Edward Kozlowski in an effort to block the lease. According to Gunther, Gaffney told Gunther that he was "committed." When his efforts to block the lease proved unsuccessful, Senator Gunther, according to his testimony, related the details of the Downes lease to John Doyle, the Governor's liaison man with the legislature, and requested a meeting with the Governor.

After Gunther stated to Doyle that he would release to the public the details of the Downes lease, Gunther was granted a meeting with the Governor. He met with the Governor on May 23, 1972. Gunther has testified that, while he could not be sure that he mentioned the Downes lease by name, it was Gunther's impression in view of his previous conversation with Doyle that the Governor seemed aware of the details of the Downes lease; that the Governor asked "What's wrong with it?"; that Gunther responded by recalling to the Governor a conversation which he had with Meskill in 1970 about state leasing in which Meskill promised to clean out the "back room" element of the state leasing program; that Meskill asked Gunther "What are you going to do?"; that Gunther replied that if the lease transaction were not stopped he would go to the public and the press and "lay it right out on the deck"; that the Governor responded by saying "What you going to do . . . the Democrats dirty work!"; that Gunther said it was not "dirty work" to expose the lease transaction; and that, at this point, the Governor said he would look into the lease. Gunther gave the foregoing testimony under oath.

Governor Meskill, in a private interview with representatives of the Leasing Subcommittee on December 13, 1974, acknowledged that he had a conversation with Senator Gunther on May 23, 1972, but denied there was any discussion of the Downes lease, or any other lease, or that he made the remarks attributed to him by Gunther. He stated that Gunther came into his office, was upset, said there was

a problem in the Governor's administration, but did not want to be more specific or name names. The Governor stated he told Gunther, "If you don't tell me what is wrong, what can I do about it." According to the Governor, Gunther gave no specific response but just left the office.

One week later on June 1, 1972, Gunther wrote a two-page letter to the Governor, which Gunther released to the press, specifically mentioning by name and outlining the terms of the proposed Downes lease. In his letter Gunther demanded that the transaction be halted and that there be a complete review of any other pending leases of this nature. Thus, at the latest by early June, the Governor was aware that the propriety of the proposed Downes lease was in question. The State nevertheless subsequently executed the lease at the rental described above.

We are informed that the Governor has taken the position that he knew of nothing wrong with the Downes lease and that, in any event, by the time the lease had come to his attention, the state had executed a commitment letter and was legally obligated to proceed. Others have advised that a commitment letter is not binding on the state, even in the absence of alleged collusive practices, much less if they exist. The Subcommittee on Leasing in its report has recommended that the Downes lease, among others, "be re-examined, renegotiated, and, if necessary, broken on the basis of the improper activities leading to the consummation of such leases, which in several instances could be supported legally due to improper collusion between the landlord and state officials and employees."

5. Subsequent to June 1, 1972—the date of Senator Gunther's letter to Governor Meskill—three letters of commitment and, thereafter, leases were entered into by the state with another New Britain contractor, Angelo Tomasso. The gross rental from these three leases is \$408,500 a year. Tomasso is a friend of Gaffney and Governor Meskill and was a major contributor to the Republican Party. As was true of the Downes lease, with respect to one of the Tomasso leases Dickinson of the Transportation Department accompanied a representative of Riverview Realty (a firm owned by the Tomasso family) to inspect sites in Winsted, Connecticut for a highway garage; a site was selected; Tomasso obtained an option to purchase the site from the owner; the Department of Transportation requested that the Department of Public Works to secure a site for a highway garage in Winsted; Tomasso proposed his site; it was accepted and a lease was entered into between Tomasso and the state. Tomasso has acknowledged that he called Gaffney about this lease while he was waiting for this decision and demanded an answer. The Subcommittee on Leasing has concluded that the rent paid by the state to Tomasso for the highway garage in Winsted is "excessive" and the lease should be re-examined and, if necessary, broken on the basis of improper activities leading to the consummation of the lease.

Tomasso also leases to the State an office building in Newington, Connecticut which is used as a Department of Transportation office. In late 1972, Commissioner Wood and Dickinson inspected the building which at the time had been vacant for several years and owned by an individual other than Tomasso. Wood and Dickinson agreed it would make a good office for the Department of Transportation. Thereafter, Tomasso purchased the building, renovated it, and, as indicated, now leases it to the state. The Subcommittee on Leasing concluded that the renovation cost estimates "submitted by the landlord were grossly overstated" and that the rental was primarily determined by such estimates. The Committee recommended that "this lease be renegotiated and a rental value established which more properly reflects the real value of the facility". It also stated that if such a renegotiation is not successful the state should "terminate the lease based upon the prior collusion between the landlord and employees of the Department of Transportation before the Department had even officially requested such space and even before the landlord had any legal interest in the property either in the form of ownership or option to purchase".

Tomasso has refused to produce records as required by a subpoena issued by the Leasing Subcommittee.

Governor Meskill was asked by the staff of the Leasing Subcommittee if he were aware of the circumstances under which the Tomasso leases were entered into, or whether he discussed those leases with anyone prior to the time they were executed. The Governor replied in the negative.

Judge BAUMAN. I would like to interrupt the prepared statement to say that it is necessary for me to point out, in dealing with Judge Walsh's point, that an investigation to be carried on by the bar association seems to me impossible of successful completion. The reason is pointed up by the fact that any organization without subpoena power, without the power to compel testimony, is bound to produce something that is incomplete and inconclusive. In the very situation we talk about here, Mr. Tomasso refused to be interviewed by a State legislative committee. Governor Meskill has refused to be interviewed by a representative of our committee. And it is for that reason that I should like to put upon the record now that an investigation is required, but by one with the power to compel testimony.

May I continue briefly.

In relating the above facts to this committee we do not suggest that they prove improper or illegal conduct on the part of Governor Meskill. We do suggest, however, that this course of conduct requires a full and thorough investigation of Governor Meskill's knowledge of or participation, if any, in the purchase of the Phoenix Building and the entering into of leases with Downes and Tomasso, and of his personal and financial relationships, if any, with the individuals involved.

Such an investigation mandates not only examining Governor Meskill under oath, but each of the other persons involved—including, at a minimum, J. Brian Gaffney, Bernard Mussman, Harry Gampel, Alan Schaefer, Frank Downes, John Downes, Angelo Tomasso, A. Earl Woods, Edward Kozlowski, Paul Manafort, John Doyle, Howard Dickinson, and Senator George L. Gunther. And just as important it requires obtaining from certain of these individuals including Governor Meskill, financial and tax records to the extent they pertain to the transactions in question and to the personal and financial relationship, if any, between the various individuals.

An investigation focusing on Governor Meskill's possible knowledge, participation, and relationships, as described above, has not to date been conducted by any individual or body. The subcommittee on leasing has not conducted such an investigation, for that was not its function. Nor has it cleared or implicated Governor Meskill. As that subcommittee stated in a letter to this association dated January 17, 1975:

We * * * wish to emphasize * * * that the subcommittee's sole function was to investigate leasing procedures and practices and it was neither the duty of the committee nor the function of the committee to investigate possible wrongdoing by any individuals and the results of this subcommittee's investigation are, in no way, intended to exonerate or indict any individual.

The American Bar Association has also not had an opportunity to look into this matter.

It goes without saying that before this committee of the U.S. Senate can vote to approve the nomination of Governor Meskill to sit for life on one of the most important courts in our Federal judicial system it must be completely satisfied as to his judgment and integrity. The facts which have emerged to date render impossible such a determination by this committee or by the Senate in the absence of a full and

thorough investigation; these facts, indeed, present a compelling case for further investigation. We do not prejudge the results of such an inquiry. We state only that if the bar and the public are to be satisfied that Governor Meskill meets the standards required for appointment to a court which is second only to the Supreme Court, that inquiry must be had.

As lawyers who regularly practice before the second circuit we would much rather be here in support of, not in opposition to, an appointment. But we submit that all the evidence to date compels the conclusion that the confirmation of this appointment at this time would be a betrayal of the public trust in the system for appointment of judges. The American people were justly proud of the recent performance by their courts and Congress. We submit that they recognize the importance of keeping their courts strong and independent by appointed judges of the highest qualifications and integrity. They expect the Senate to insure that these standards are met. This body can do no less.

I am authorized to say that the statement I have just made is concurred in by the president of the association, Cyrus Vance, and by the following former presidents of the Association of the Bar of the City of New York, each of whom has read it and has spoken authorizing his approval: Whitney North Seymour, Orrisor Mager, Francis Plimpton, and Orville Shell.

Thank you, Mr. Chairman.

Senator BURDICK. Who authorized you to make this inquiry? For whom are you speaking?

Judge BAUMAN. I am chairman of the Committee on the Judiciary of the Association of the Bar of the City of New York. Nominations are customarily screened by the committee on the judiciary. In each case of such a screening, including this one, a subcommittee is appointed by the committee on the judiciary; and then a subcommittee by another committee with jurisdiction over that court, in this case the committee on the Federal courts. Those two subcommittees work together to make the investigation which is provided to the judiciary committee which votes.

Senator BURDICK. How many are on those subcommittees?

Judge BAUMAN. Mr. Elsen was chairman of the one on the judiciary. Mr. Nussbaum was the chairman of the one on the Federal courts. I should tell you a little about them. Mr. Elsen was assistant U.S. attorney for the Southern District of New York, as was Mr. Nussbaum, who was more recently senior associate counsel for the House Impeachment Committee.

Senator BURDICK. How many are on the subcommittee?

Mr. ELSÉN. There were five, Senator.

Senator BURDICK. And what about your committee?

Mr. ELSÉN. That was a joint committee.

Mr. NUSSBAUM. It was a joint subcommittee. The Federal courts committee has about 20 members, and the judiciary committee has about 20 members. We form the joint committee to work together, and then we submitted our report to the members of the judiciary committee, which unanimously approved our report.

Senator BURDICK. Was the subcommittee in unanimous agreement too?

Mr. NUSSBAUM. The subcommittee was in unanimous agreement. There are 10,000 members or so of the Association of the Bar of the City of New York, many of whom practice before the Second Circuit Court.

Senator BURDICK. This has not come before a convention?

Judge BAUMAN. First, may I say that the committee speaks for the association by its bylaws in matters affecting the judiciary.

Second, with respect to this matter, in view of the result to which we have come, I personally have been in frequent touch with Cyrus Vance, president of the association.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I presume that much of your information was gleaned from the report of the Subcommittee of the Appropriations Committee of the Connecticut Legislature, is that correct?

Judge BAUMAN. I am going to let the people who actually were up there, who went to Hartford and looked at the records and spoke to the people, answer on this.

Senator HRUSKA. Would you respond to that?

Mr. NUSSBAUM. Yes sir. Our information came from speaking with each member of the staff of the subcommittee on this, the subcommittee of the appropriations committee. We were also granted access to certain transcripts and certain records of interviews which that subcommittee and that staff conducted. We also spoke to people such as Senator Gunther who were familiar with the investigation conducted by the subcommittee. That is basically, sir, where we got our information.

We attempted, of course, Senator, to speak with Governor Meskill about this matter, but the Governor, as our statement indicates, did not wish to speak to us concerning that matter.

Senator HRUSKA. What calendar period did this report of the subcommittee cover?

Mr. NUSSBAUM. Our subcommittee, or the Connecticut Subcommittee on Leasing?

Senator HRUSKA. The subcommittee of the Committee of the Connecticut Legislature, the leasing subcommittee.

Mr. ELSEN. They were planning to report in two stages, Senator. They have issued a report of a general nature, but the specifics upon which this statement to the Senate is made today have not yet been published or released.

Senator HRUSKA. You mean the appendix?

Mr. ELSEN. Yes; but we have had access to those files.

Senator HRUSKA. But as to the first part of the report, the narrative part, of which we have been furnished a copy, do you know what period of time that covered?

Mr. NUSSBAUM. As I understand it, Senator, it covers primarily, if not exclusively, the period during Governor Meskill's administration. When we spoke with members of the staff of the subcommittee on leasing, they did indicate to us, and we do indicate to you, that apparently similar practices had gone on in prior administrations. They so informed us of that fact. We believe that this investigation focused primarily, if not exclusively, on the practices during Governor Meskill's administration.

Senator HRUSKA. Included with the report is a resolution of the February session of the legislature, the general assembly. Presumably

that is the resolution authorizing the subcommittee to go into this matter. Are you familiar with that resolution?

Mr. NUSSBAUM. No; we are not familiar with the specific resolution authorizing the subcommittee to conduct this investigation. We should say, in looking at the subcommittee's report, that they did send questionnaires to various lessors, and apparently, according to that report, they were looking into leases that were entered into after 1968, they were looking into 54 leases apparently, and their appendix deals with those 54 leases.

Senator HRUSKA. The second paragraph of this resolution reads:

Resolved, That this committee establish a subcommittee to study and investigate State purchasing construction and leasing procedures and practices by the Department of Public Works from January 11, 1960, to the present.

Do you know that the scope of the report covered that period of time?

Judge BAUMAN. Senator, may I respond by saying that I don't think any of us are qualified to answer questions with respect to the Connecticut Legislative Committee or the scope of its investigation. I am certain that members of that committee are available to this committee. What we did, and what we have told you we have done, is merely ask them for access to their files of facts, which they made available. And that is the basis of our report.

Senator HRUSKA. I am sure they are getting into files and facts, and I want to know for what period of time, and whether they went by the mandate of the resolution, or if they picked the wrong time; was there an even-handed investigation into this, or did it have a special mission of some kind? I am sure they wouldn't be motivated by political factors, they would want to get at the facts, isn't that the idea of the subcommittee?

Judge BAUMAN. I would assume so, sir, but I speak for the Association of the Bar, and I have no authority to speak for the Legislature of Connecticut.

Senator HRUSKA. I asked the same question of Judge Walsh. It might be that there were some previous investigations and inquiries into this practice, which apparently was a long established one, and very likely if it was as horrendous as now we are lead to believe it is, very likely it would have seen the light of day before. And perhaps there were previous inquiries which inquired into it and either blessed it or condemned it or maybe had some legislative action to correct some of the possibilities of abuse, and that is why I ask these questions.

Judge BAUMAN. What you say, Senator, may be so. But I am not aware of any individual who may have been involved in these practices—and I am not saying Governor Meskill has—I am unaware of any such individual who has been nominated for a place on the Federal bench where these matters would have been discussed and evaluated in terms of whether or not they affect a person's qualifications for the U.S. Court of Appeals for the Second Circuit.

Senator HRUSKA. Of course your knowledge would not be personal and very detailed on it, but I presume the general assembly, which acted on it and asked that this subcommittee study and investigate

these practices, for some reason or another used the date January 1960, to the present, and then a little bit later they extended that time from December 15, for the purpose of filing their report.

Mr. ELSÉN. Senator, may I say that when the representatives of the Association of the Bar of the City of New York went to Hartford, the legitimacy of our inquiry was related solely to a question of a nominee for a Federal appeals court which includes the State of New York. Therefore the subject of our discussion, and the documents and files made available to us, related to leases which in some way or other related to a particular individual, that is, Governor Meskill, whose nomination was before the Senate in a manner affecting the Association of the Bar. For us to have even inquired into these other practices would have gone beyond the legitimacy of our inquiry in which we were being given access to confidential materials before they had been released. I am sure, Senator Hruska, that if you do consider this germane, that questions to that body could be asked by this body of the Senate. But it would not have been right for us to have gone into that.

Senator HRUSKA. Except if there has been previous inquiries, and the practice and procedure followed before had been given a blessing of some kind, either by the legislature or by the courts or the attorney general, it seems to me that that would be highly pertinent to your inquiry. For all you know, these practices were approved and were all right. Did you close your eyes to that possibility?

Judge BAUMAN. No; I do not think we closed our eyes to that possibility. But we also believed, I think it fair to say, Senator Hruska, that if that had been the case, that if these practices had the Good Housekeeping seal of approval, I would think that Governor Meskill would have been the first to tell us about it.

Senator HRUSKA. Maybe so. But then you are inquiring, and when you are inquiring you don't go after negative things, you go by affirmative and positive evidence. I assume most lawyers do. I know a lot of lawyers that do.

Judge BAUMAN. That is perfectly fair. And we attempted that in this case. But at the bottom lies the fact that Governor Meskill refuses to talk to us about it.

Mr. NUSSEBAUM. Senator, I spoke to members of the subcommittee on leasing and their staff with respect to this matter. We came to grips with the issue as to whether these practices were approved, or whether they were given, as someone said, the Good Housekeeping seal of approval. It is clear that these practices were not approved by any body or any legislative committee previously.

We also discussed whether they had gone on previously. We were told, to be fair, that there was an indication that they had gone on prior to the administration of Governor Meskill. But the staff of that committee never told us in any shape or form that these practices were ever approved, and in fact their reports suggested the breaking of leases, which were entered into under this practice, because of improper activity.

Senator HRUSKA. Did you come across any legislative proposal to modify or correct the type of procedures that were involved here? For example, in 1973, somewhere in the files, I thought I came across a

reference to some legislative proposals bearing on these leasing and construction and acquisition programs. Do you recall any such things?

Mr. NUSSBAUM. Senator, there was a hearing held in 1972, we understand, by a number of legislators, and this matter was considered at that particular hearing. As we understand it, we have been informed that no resolution one way or another came out of that legislative hearing in 1972. The recommendations that we know about with respect to this practice are contained in the report, of which the Senator has a copy, of the subcommittee on leasing. There are a number of recommendations there contained with respect to this practice. The Senator has a copy of the report. I do not have to repeat them. We know of no prior recommendations by any legislative body in Connecticut. That is not to say that there were not any, we just do not know of any.

Senator HRUSKA. We can ask others who will testify later, but I do have a distinct recollection that I read that there was some legislation that was proposed and that it ripened into law signed by the Governor. We can ask other witnesses about it so that we can get the facts.

Judge BAUMAN. Yes, sir.

Senator HRUSKA. These are all the questions I have.

The Chairman is otherwise occupied. Counsel tells us that the next witness is Bert Hopkins, dean emeritus of the University of Connecticut School of Law.

You may proceed to testify in your own fashion, Dean.

TESTIMONY OF BERT HOPKINS, DEAN EMERITUS OF THE UNIVERSITY OF CONNECTICUT SCHOOL OF LAW

Mr. HOPKINS. Thank you for the opportunity to appear before the committee on the nomination now pending.

I submitted a letter last fall to the chairman of the committee which I presume is still on file and available.

[The letter referred to, dated September 15, 1974, appears on page 78 of the printed hearings in 1974.]

I have not very much to say in supplement to that. But I would like to repeat the substance of it.

I am now dean emeritus, and have been for 2 years, and consequently I am in no position to speak on behalf of the law school.

It is because of my connection with the law school, however, that I appear here today.

I was dean of the law school of the University of Connecticut during Governor Meskill's attendance as a student there. I came to know him very well both personally and as a member of my classes. Personally, because he was a student leader, he was active on the Law Review, our outstanding scholarly publication, and his contributions to our general academic life was a major one.

I remember his capacity for organization and leadership, qualities which led to his distinguished career in Congress and as Governor of the State of Connecticut.

When Mr. Meskill became prominent in politics I followed his career with much interest, as I do the careers of at least our outstanding graduates, of which he was one.

Although I am not a member of his political party, nor was in any way associated with his administration, I thoroughly approved of his

general contribution to the State of Connecticut while he was Governor.

I stated in my letter, and I will repeat now, that it was especially in the field of fiscal responsibility that I found his determination and analytical ability put to good use. He came to the governorship in very difficult times, and handled it, in my opinion, with a maximum of judgment and discretion. But in doing so, particularly with respect to the financial conditions of the State, there developed criticism, to which some reference has been made in the hearing here today. Some of my younger colleagues on the law faculty undertook to represent to this committee that they believed that he was not qualified intellectually or by training to be a Federal judge. This I found rather inexplicable, because the representation in part was from the total student body, and was published in a student newspaper. Now, this includes, then, the opinions of first year law students as well as second year law students and some members of the faculty. I think there must have been some kind of a determined opposition in the law school to one of its own outstanding and superior graduates.

I stated in my letter, and will state again my own opinion, my own evaluation, that the motivation for that law school criticism was probably political. His legal scholarship and his ability as a student were amply demonstrated, at least to my satisfaction, and I have been associated with four State university law schools in a professional capacity, and was 3 years dean of the University of Connecticut Law School. His political career in both executive and legislative work was most certainly a maturing experience, contributing to a judicial qualification. There has been some discussion of that as well.

Some of the discussion this morning reminded me of one of our senior citizens in Connecticut who followed a similar pattern and became quite famous. You may have known Senator Raymond Baldwin of Connecticut, who served in the U.S. Senate, and as Governor of the State of Connecticut, and closed his career as the chief justice of the Connecticut Supreme Court. He received the accolade, I believe, of being our only public figure who served in all three of the coordinated branches of Government. I mention Ray Baldwin because Governor Meskill has served in the legislative branch, and he has served as Governor, and I believe that this service speaks well by way of qualification for a Federal judgeship.

I also mention in my letter my long acquaintance with a good number of the men who served on this court. That came about because the deans of the law schools in the circuit were invited to the Second Circuit Conferences, and year after year I attended those in Vermont and in Hartford and White Plains in New York and New York City. I came to know a good many of those judges.

As I stated in my letter, I do not believe that confirmation of Governor Meskill, in the light of his personality and qualities, which I much admire, will in any way dilute the very fine quality of that great bench.

There is another point that came out in the discussion here not mentioned in my letter, but about which I would like to speak extemporaneously. Yes, of course, the second circuit has complicated and somewhat unique cases. But I very much doubt that any competent

lawyer, grounded in public affairs, would be disqualified to handle those cases.

It occurred to me, sir, that perhaps one of my acquaintances on that bench. Judge Waterman from up country in Vermont, probably brought to that court a very good quota of fresh air. He was certainly not a specialist in New York practice when he went there, but I am sure that he has the respect of all other members of that fine bench.

That is about all I have to say. I will be glad to answer any questions.
[A letter from Bert Hopkins, dated January 23, 1975, follows:]

WEST HARTFORD, CONN., *January 23, 1975.*

HON. JAMES EASTLAND,
Chairman, Senate Judiciary Committee,
U.S. Senate, Washington, D.C.

DEAR SENATOR EASTLAND: I hereby request permission to appear before the Hearing being held at 10:30 a.m. on Thursday, January 23, 1975, to support the nomination of former Governor Thomas J. Meskill of Connecticut to a seat on the United States Court of Appeals for the Second Circuit.

I was Dean of the Law School faculty during Governor Meskill's attendance there and came to know him well both personally and as a member of my classes. He was outstanding in all respects as a member of our academic community while making a major contribution on the Law Review.

When Mr. Meskill became prominent in politics I followed his career with interest, though not a member of his Political Party. He has served the State well, especially in the field of fiscal responsibility. In that endeavor he has sustained criticism from some of my younger colleagues at the University who have joined the Faculty since his graduation. In publicly questioning his qualifications for the appointment I fear that those men have confused political preference with qualification for Judicial office.

From long acquaintance with a good number of the men who serve and who have served on the Second Circuit bench it is my considered judgment that confirmation of Mr. Meskill's appointment will in no way dilute the outstanding character and reputation of that great Court. I strongly urge his approval by your Committee.

Very sincerely yours,

BERT HOPKINS,
Dean Emeritus, University of Connecticut, School of Law.

Senator HRUSKA. Did Judge Waterman have considerable trial experience before he went on the bench?

Mr. HOPKINS. Judge Waterman did. He had a law practice, a country practice, in St. Johnsbury, Vt.

There are other acquaintances of mine on that bench that were not mentioned in the rundown of the judges a while ago. I doubt that my own law school dean, who is now in his 90's, Judge Swan, who served on the bench, had much courtroom experience. He was an academic.

Judge Charles Clark, under whom I studied law at the Yale Law School, I think had very little practice.

Among my present acquaintances on that bench is Judge William Mulligan, who went from the deanship of the Fordham Law School to that bench. And while I am sure he had some consultations, I do not know that he was ever a trial lawyer.

There are a good number of occupations other than trying cases in court which in my humble opinion are worthy of consideration in regard to these appointments.

Senator HRUSKA. Thank you very much.

Our next witness will be John Doyle.

TESTIMONY OF JOHN DOYLE, FORMER LEGISLATIVE LIAISON TO GOVERNOR MESKILL

Mr. DOYLE. Good afternoon, Mr. Chairman. I have no prepared testimony. The reason I am here today, I suspect, is because I was the Governor's legislative liaison in the period between January of 1971 and October of 1972. And during that time period one of my principal responsibilities was maintaining contact with members of the general assembly on behalf of the Governor's office.

I might say, just to begin, that I was a little disappointed that the gentleman from New York who testified earlier this afternoon seemed to give the impression that the number of people that he recited at the end of his testimony as being additional to be interviewed apparently were unavailable. No one called me. I was available. I don't concur in his comments, the New York Bar Association's comments, that Senator Gunther advised the Governor on this question of the leasing procedures. I think it is somewhat incredulous, if I may use the term, Senator, that a Senator, Senator Gunther, would first have found out about a lease in detail from some as yet anonymous source, would have repeated the details of that lease to me and would have asked me over a 2-week period to arrange an interview with the Governor, and would have finally, according to his testimony that he has recited here this afternoon, threatened me with public exposure, and then when he finally got to the Governor's office would have forgot the details of the lease, or would have not even mentioned the lessor. That seems to me to be something less than evidence. And I believe that was the term the gentleman from New York used.

Now, I am not a lawyer. But I am here to tell you what I know about that matter. And what I know about it is that I made regular visits to the leadership officers of both parties on a daily basis. I construe that to be a discipline I should hew to very closely when I am involved in legislative liaison. In May of 1972, which I believe was the time when that matter was referred to by Senator Gunther, the meeting, my principal job was to see that bills passed by the general assembly—and I remind you that the general assembly in 1972 adjourned in early May—that the great load of bills that the general assembly passed was bunched up around the first or the middle of May, and that my principal job was trying to get those bills reviewed prior to presenting them to Governor Meskill for his judgment. I do not recall, and I so told the attorney for the leasing subcommittee of the general assembly, I do not recall Senator Gunther requesting a meeting and detailing to me the arrangements of any lease. I repeat that for your benefit and the committee's benefit here today. I am not saying that Senator Gunther didn't ask for such a meeting, perhaps he did, if he says he did, in the words of the leasing committee attorney, Mr. Altschuler. I have no reason to disbelieve him, and he would say it was probable. Mr. Altschuler, however, also asked me, was it possible that Senator Gunther gave me the details of that lease. And to that I answered, it was not probable, and I doubt if it were possible.

Senator Gunther is a very colorful character in the State legislature. He is a gentleman who would frequently come up to me as I made

my round of the senator's offices with bills oftentimes with an off-color joke or remark, and oftentimes with a physical hug, and oftentimes with a comment, perhaps, about a shapely young lady that may be thereabouts in the capitol. And he would then proceed to complain about any number of things, and there were any number of them, as I recall, in 1972, probably the greatest of which I would recall was the tenure of the then health commissioner, Dr. Foote, a gentleman and a neuropathic physician whom Senator Gunther did not like. He was constantly complaining about Gaffner, chairman of the Republican Party in the county, and a gentleman with whom I disagreed on the way a party should be run.

I say that not to characterize Senator Gunther in a vacuum, but to tell you why I believe that Senator Gunther would not have detailed any leasing arrangement or detailed any complaint to me. That was just not his *modus operandi*.

That is what I told the leasing committee investigator, Senator, and that is what I am telling you here today. And I think that is the sum and substance of what I have to say.

Senator BURDICK. You don't deny that Senator Gunther tried to get in to see the Governor, though?

Mr. DOYLE. Senator Gunther was liaison for the Republican minority, then minority in the State senate in the 1971 session. During that time, being the liaison, he probably met on the order of two or three times a week with the Governor during 1971. He did not serve in a liaison capacity during 1972; he was replaced by another Senator, Senator Louis Rome. But it is fair to say that Senator Gunther had been in and out of the Governor's office for meetings with the Governor a great deal during the first of the Meskill administration, 1971 and 1972. And he was not a stranger to the Governor's office.

Senator HRUSKA. I would rather go into this after the appendix is available.

Will you be available in case we need you at that time?

Mr. DOYLE. Yes; if you want me to be available.

Senator HRUSKA. I would prefer to wait until after the appendix is available.

Mr. DOYLE. I have here, if you would like to see it, a copy of my testimony—I didn't go before the full Leasing Subcommittee, I just went before the attorney—and the transcript of that is available today.

Senator HRUSKA. We would like to have that. And if there are any questions, I will ask them of you later. I prefer to do it that way.

[The material referred to follows:]

INTERVIEW WITH JOHN DOYLE ON DECEMBER 16, 1974 RE GOVERNOR MESKILL'S
MEETING WITH SENATOR GUNTHER

(Tape F begins.)

Attorney ALTSCHULER. All right. I think the basic reason that we have you here you're probably familiar with . . . that Friday Dec. 3rd Senator Gunther presented some testimony and part of it according to him reflected a conversation or conversations that he had held with you.

DOYLE. Yes.

ALTSCHULER. First of all I think we should start off with your name and your current employment . . .

DOYLE. What I'm doing and what I did do . . .

ALTSCHULER. What did you did do back to just the point that we would be concerned with . . . back in 1971.

DOYLE. Rick, my name is John Doyle. I am now Executive Director of the Conn. Commission on Hospitals and Health Care. From January of 1971 through Sept. 30, 1973 I was legislative liason to Governor Meskill. In that capacity there were a number of duties with respect to me. One was I tried to stay in contact with all members of the General Assembly in both parties. I was responsible for processing pieces of legislation, both at the introduction stage as the bills were going through and when the bills finally passed and were presented to the other members decision. Between sessions I maintained liason with Committee men, with members of the General Assembly if they had a problem or request of the Governor's Office, if they wanted to be present at a bill signing or proclamation. Those were the kinds of things that I did. So for 2½ years, three sessions of the General Assembly—1971, 1972, and 1973—I was the Governor's man in the General Assembly. That was my specific responsibility. I was administrative assistant and while the other administrative assistants in the office were concerned with departments, my job was the General Assembly.

ALTSCHULER. Okay. Then it would be safe to assume that if Sen. Gunther had a problem, as he alludes to in the testimony, you would have been the problem that he would have come to?

DOYLE. Yes.

ALTSCHULER. All right. Let's go into that specific . . .

DOYLE. That's not to say that I am an exclusive or sole line into the Governor's Office . . . knowing that legislators saw Tom out of the office or other times. But that's just my way of telling you about it.

ALTSCHULER. Okay. Now first of all, are you familiar with what Sen. Gunther testified to?

DOYLE. Essentially I think I am. I've read the newspaper accounts and that's been the essence of it. And Senator Gunther has said that he appraised me at some date of the Downes lease and requested a meeting with the Governor . . .

And that he had that meeting . . . correct me if I'm wrong . . . I think . . . May 21st.

ALTSCHULER. May 23rd.

DOYLE. Well I was close.

ALTSCHULER. All right. Since this time have you talked to the Governor since I . . . ?

DOYLE. I talked to the Governor last week a couple of times. One he asked me if I had any recollections of a meeting between him and Senator Gunther where Sen. Gunther layed this out. And this was before the Senator's testimony on Friday. And I told him that I didn't. And most frequently when legislators met with him . . . and I'll be very frank with you Rick . . . I would not sit in on a meeting unless it were concerned with a piece of legislation. Otherwise I would spend my whole time in the Governor's Office and no time processing bills. Something which I checked this morning is that the big bulge in the Governor's Office in so far as legislation is concerned is right at the end of the Session and immediately following. It takes about two weeks for a bill to clear the last house of action before it hits the Governor's Office. Once it does, we're on a time certain. If memory serve me right, it's two weeks once the General Assembly adjourns. And it was myself, my secretary in those days and one part-time person, and I had to process every bill that went through. I checked this morning with Phil (?) and I used the wrong date. Phil is the Governor's file clerk. He records bills in and out. And I checked with him to see what the bill load was on the 21st. And you say that the meeting was the 23rd so I'm a little off there. But there were some 20 odd bills even at that point left in the Office. And chances were that I was scurrying around every which way. One of the check-offs that we had on the bills in those days . . . in the first two years . . . you know the Republicans were a minority in both Houses . . . in the 1970 and 1971 Sessions . . . and as a bill came to the Governor's Office one of the things our process entailed was that I would go to see the Republican Leader in the Senate and House and I had a form that we attached to each bill. And the Republican leader in the Senate or the House would sign off on the bill and would say "Okay" or may be put some comments . . . things which I might not have been aware of . . . people's feelings about the bill . . . whether they were bad, good or indifferent or whatever I only mention that because it requires that I make regular visits to the Leaders' Offices. And of course then Sen. Ives was in the same office as Sen. Gunther. Consequently, I would lead a very regular path in those days . . . even more regular than usual . . . to the leadership offices because

I would have packages of bills. I think it's fair to say also that virtually all the time that I went in there Senator Gunther would be in there. And he had fairly regular comments to make about everything from the then health commissioners to Chairman Gaffney, whom he had disagreements with on many matters. And it would be *not* uncommon for Sen. Gunther to say that he had some feeling that Mr. Gaffney wasn't doing a good job as the Party Chairman. But George's comments were . . . and I can't be specific . . . when you get to ask me the question of "what Senator Gunther told me in detail?" . . . I honestly can't tell you because I don't remember. But almost every day I was there, Sen. Gunther would have something to say. I can't remember any specific details. Whereas if you were going to tell me your problem you'd probably say "John, the problem is this" and you'd detail it. I can't remember Senator Gunther ever telling me on any issue a detail. He'd come up to me and put his arm around me and say "John things are going terrible you know John." And Sen. Gunther, if you know him, is a very expressive and outgoing person. And you must understand that anything he might have told me is in that context. I was probably more worried about getting a bill signed than I was about what Senator Gunther had to tell me.

ALTSCHULER. Is he the kind of gentleman that you could remember that would . . . your sort of alluding to the fact that he complained about a lot of various things . . . problems that he saw. Is he the kind of gentleman who would talk . . . in other words you're saying he would give you specifics but he wouldn't . . . ?

DOYLE. No he wouldn't give me specifics. He's say . . . you know . . . that we for instance . . . that Dr. Foote's tenure should be eliminated. . . . He didn't like Dr. Foote being Health Commissioner in those days. And that would be a recurring thing. Everyday it would be something like "when is Dr. Foote going to be replaced?" . . . with someone whom Senator Gunther felt was more able. There was never any detailed discussion of why something should or should not be done with Senator Gunther. And go ahead . . .

ALTSCHULER. All right. So the question that you've answered before I asked it is I mean . . . You cannot remember a specific meeting or contact with Senator Gunther in which he gave you a piece of paper listing the . . . ?

DOYLE. No I do not. And I don't find anything in my files on Senator Gunther that . . . that . . .

ALTSCHULER. Do you ever remember him making a specific statement with respect to the Downes lease? . . . even if he didn't give you a piece of paper?

DOYLE. I don't remember Rick. But I don't want to mislead you and tell you that he didn't. He might very well have, especially if it had anything at all to do with Brian Gaffney. As I say, the Senator didn't like . . . if George says that he told me that thus and so happened he may very well have. I'm really not questioning it. What I would question is whether he gave me a detailed discussion of anything. That's just not in the way of the man's character, at least as I found him. He would not give me a detailed description. He'd always have a complaint about any given number of topics. But he'd never substantiate them. And I must say that when I went around to the offices . . . and I did with some regularity . . . I used to discipline myself . . . and once a day if I could do it I made a trip around to all House and Senate legislators offices . . . just to listen . . . just to hear what was going on. At the end of the Session I was probably going nuts with pieces of legislation . . . just from the sheer volume of work. And I was probably more interested in having legislators review the legislation and give me input on the bills than I was in hearing Sen. Gunther. But he might well have mentioned it.

ALTSCHULER. Did he ever . . .

DOYLE. I can't honestly tell you . . . and you haven't put me under oath . . . but if you had I'd tell you exactly the same thing. I can't honestly say that he did. So I don't want to say that. But yes he may very well have.

ALTSCHULER. Let me ask you this . . .

DOYLE. But I can't imagine George Gunther ever gave me a detailed discussion of anything, the Downes lease included. That's just not his *modus operandi*.

ALTSCHULER. All right. Let me ask you this . . . Did he at any time ask you to make an appointment with the Governor?

DOYLE. I'm sure he did. George used to be . . . Let me just take you back in time. George was the liaison between the Senate Republicans and the Governor's office in the 1971 Session. Each of the years that I was with the Governor's Office there was always some member of the Republican legislative group from the House and

Senate who met with the Governor regularly on calendar items and bills. And this was regularly through the Session. George was the person in 1971 from the Senate. He met with the Governor many many times. I would guess on the average of two to three times per week . . . just to go over the calendar . . . over the bills . . . we did it early in the morning. So coming onto 1972 although Senator Gunther was no longer the liaison because I think Senator Rome was in those days, George had a history of coming into the Governor's Office with a great deal of frequency. Now he probably in 1971 saw the Governor more than virtually any other legislator, with the possible exception of and Franny Collins, the two leaders. So I'm sure that I set up a meeting for him in 197- . . . a number of meetings . . . in 1972.

ALTSCHULER. But what I'm specifically asking you is . . . Do you remember talking to him about the Downes lease and do you remember from that setting . . .

DOYLE. Setting up a meeting such as I've read he described in the paper? I don't remember it but as I say . . .

ALTSCHULER. It's possible?

DOYLE. Sure . . . Yes it is possible.

ALTSCHULER. Okay.

DOYLE. And the scenario . . .

ALTSCHULER. And are you saying it's not possible or it's not probable that he gave you a detailed listing?

DOYLE. I'm saying it's not probable that he did. And I would say that it would be a relatively low degree of probability if he gave me any details . . . Because as I say that just wasn't the way he ever described things to me.

ALTSCHULER. Let me ask you this. Is it possible or probable that he mentioned specifically the Downes lease? And that when you set the appointment up with the Governor you knew that it was about this particular lease?

DOYLE. That's . . . that's . . . possible.

ALTSCHULER. All right. And if he had told you that would it have been your procedure to tell the Governor that Gunther is coming to talk to you about the Downes lease? . . . Even if there weren't specifics mentioned?

DOYLE. Well more likely what I would have done was told Ann Schnitsky, who was the Governor's personal secretary, and whom I generally went through to schedule things.

ALTSCHULER. How do you spell her name just for the record?

DOYLE. SCHNITZKE. I would have said that Senator Gunther wants to see the Governor. I was allowed . . . I mean that was my responsibility . . . to try and make judgments on who could see the man. He has finite limits on his time. And I would *probably* have just said that "Sen. Gunther wants to see the Governor and can we squeeze him in this afternoon?" And she *might* have said "oh well the schedule is (?) " . . .

ALTSCHULER. Do you normally brief the Governor on the people who are coming and what they are going to talk about? I mean . . . wouldn't that be normal procedure?

DOYLE. Well it would be in some cases. With legislators that met him fairly frequently . . . No. I mean he knows them better than I do.

ALTSCHULER. Well in this situation . . . I mean I would consider it sort of a hot potato more or less . . . and if Gunther was coming in storming wouldn't it have been . . . ?

DOYLE. It would have been if you take that out of context. Yes, if you say that that was a hot potato that Sen. Gunther wanted to see the Governor about . . . ah . . . let me just finish this up . . . The . . . With Senator Gunther I . . . if I said anything at all . . . You were asking if I wouldn't brief him on something that was a "hot potato"? If George didn't have a "hot potato" a day I probably would have. But as I say Sen. Gunther had literally a complaint a day and when it concerned Brian Gaffney it got into the bigger business of the Party and legislative stuff and how far. Gunther didn't particularly care for Mr. Gaffney. If I said anything at all it would probably be something like well "Tom Brian . . . I mean . . . "George wants to see you. There's something about Brian. I don't know what it is but he's complaining." I mean that is the kind of offhanded comment that I would have given it. Now with a different legislator of either party I might have handled it differently. But I know Senator Gunther . . . I knew him then . . . I think that I probably had as close contact with him as anyone in the Governor's Office. He's here a great deal in the Capital as you know. And I tried to be around a great deal. That was my job.

But I wouldn't have given . . . As I say I don't recall any specifics and I'm sure that if I had briefed the Governor in detail on this thing I would remember it.

ALTSCHULER. All right. Now at this meeting . . . Did you bring Gunther into that meeting?

DOYLE. I probably brought him to the door . . . yes. I read that in the paper that that's what Sen. Gunther indicated happened. Am I wrong?

ALTSCHULER. Ah . . . No . . . I think that's . . .

DOYLE. I think I read that. And that's typical, as I told you before, when a legislator met with the Governor unless it was some piece of legislation that I was really involved with and that I was researching it and say it was this guy's bill, then I might be there. Otherwise, it just didn't pay for me to be in on all those meetings or I would have been doing nothing else.

ALTSCHULER. Did Governor Meskill talk to you shortly after this meeting to tell you what he had said or . . . ? Mention anything about it?

DOYLE. No he didn't . . . In fact the only thing that I got . . . and I didn't even realize that I had this until one week ago . . . ah . . . was the letter that Senator Gunther sent the Governor in early June about this matter. And there was a note attached to that or scratched in at the top by the Governor's secretary which said Governor Saw or John Doyle in File or something like . . . which meant that I got it back and put it in the file and that was the end of it.

ALTSCHULER. Could you pinpoint a time for this when you became aware of the lease that was going to be entered into between Downes and the State of Connecticut?

[Tape G begins.]

DOYLE. Rick, you know at this point going back the answer I'm going to give you may seem incredulous but I didn't really concern myself or care a great deal about leases. I mean there were apparently things . . . I haven't checked the newspapers . . . but there are apparently things in the paper from what I've read in June and July about leases and the Downes lease in particular. That's probably how I would have picked it up. And it just would have been a peripheral thing. I mean . . . understand now . . . I'm not trying to make the job ethic . . . but handling all the legislation that comes through is a ? job And that's what I was concerned about. And when I became aware of this problem . . . when I read about it in the paper or when that letter came back that the Governor had seen from Senator Gunther . . . and probably what I would have done is just looked at it so that I knew that the Senator was complaining about a lease and put it in the file. I frankly . . . frankly I was interested in just looking here and seeing the leasing procedures. I'm not familiar with them. I don't know how you get a lease or what you do or who gets what first. I see there are fifteen steps. I mean . . . I'm afraid that I'm not being much help to you but I'm trying to give you my perspective on this and the kinds of responsibilities I had and why I just wouldn't . . . frankly wouldn't have been interested enough to worry about something like this.

ALTSCHULER. Okay. Do you remember the time in question—that it was around May. Do you remember that meeting as opposed to any other meetings?

DOYLE. No I honestly don't.

ALTSCHULER. All right. Would you say that around May of 1971 that Gunther was meeting regularly with the Governor?

DOYLE. 1971?

ALTSCHULER. 197—

DOYLE. This is 1972 you're talking about as I recall when the meeting . . .

ALTSCHULER. 1972 . . . right . . .

DOYLE. The reason I questioned . . . in 1971 during the Session as I say George was legislative liaison. He was in all the time. 1972 . . . my guess is that they wouldn't have been meeting regularly but I'd be surprised if the record were to show that he hadn't been in say more than 2-3 times . . . at least 2-3 times during the Session. Because we had a process whereby each of the Republican legislators in both houses was invited in for meetings just to bring the Gov. up to date on how they felt their districts . . . what their people wanted . . . the constituents . . . and what not. But as I say it would not have been unusual for George to have gone in just like anybody else.

ALTSCHULER. All right.

DOYLE. And there were legislators who had ad hoc problems. On occasion the guy . . . I can't remember any but I'm sure that if I look through I could find them . . . where a guy . . . a particular piece of legislation passed . . . maybe

that he had sponsored . . . and he wanted the Governor to be aware of how vital it was . . . say to him or his district . . . or whatever . . . so he would say "John look that bill is coming up in a couple of weeks or it will be there soon. I want to see the Governor to tell him how I feel about it." This was both parties incidentally.

ALTSCHULER. Let me ask you this question . . . and you're not under oath . . . but what I'm asking . . .

DOYLE. If I would be I would tell you the same thing. The only thing that is annoying me about this whole thing . . . and I'm glad that the tape is on any-ways . . . is that there was some implication in the paper that I would have to take a lie detector test because I would lie to protect my job. That was the inference in any case. And I've got news for you, I've resigned my position three weeks ago with the State. And I think that I have a good reputation in this General Assembly with members of both houses. And I wouldn't lie for John Doyle, Tom Meskill, George Gunther or anybody else.

ALTSCHULER. All right. That didn't come from our Committee of course.

DOYLE. I know it didn't. But it's . . . I'm glad it wasn't Friday night instead of . . .

ALTSCHULER. Let me ask you this though with respect to Gunther's allegation that he gave you a detailed listing. I think what he's referring to as a detailed listing is just the basic terms of the lease that he sent. I think he already gave that to you to give to Meskill. Are you saying that you are positively certain that you weren't given such a list or that it is not probable or—

DOYLE. It is not probable. I'm not saying it's absolutely certain that I didn't get it. But it was George's way to operate . . . to give someone a detailed description of the problem. And given the whole context of the Senator's feelings about the State Chairman, a complaint about the State Chairman from Sen. Gunther I could probably predict with some frequency with some . . .

ALTSCHULER. So do I understand at this point that you were aware of the fact that . . . or at least aware of the allegation that there was a lease and it had something to do with Chairman Gaffney?

DOYLE. No . . . No . . . What I said was that I was aware that Sen. Gunther and Sen. Gaffney had serious differences of opinion about how the Republican Party should operate. So a complaint about Senator Gaffney . . . or . . . Mr. Gaffney . . . by Senator Gunther on any matter would not surprise me or would not be anything but what I'd expect. And chances are, if I had my mind set to get the bills reviewed so that I could get them to the Governor, that's what I was thinking about. Not what Sen. Gunther had complained about. Now that might have been a flaw in my operating procedure.

ALTSCHULER. All right. Again when Gunther . . . and I don't think that we're disputing the fact that Gunther probably talked to you about this. It's a question of what he said.

DOYLE. Yes.

ALTSCHULER. Did he make it clear that it was at least in general terms about a lease? Or could he have made a?

DOYLE. Yes sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably said that . . . and this is bad because I'm hypothesizing and I really don't know . . . but he might have said something like "John that Gaffney is at it again. He's doing something here with a lease and boy it stinks." And that would have been the sum and soul . . . the substance of what he told me.

ALTSCHULER. All right. Could he have also indicated that the lease had something to do with a relation of Gaffney?

DOYLE. He might very well have said that Mr. Downes was related . . . was Brian uncle or whatever it is.

ALTSCHULER. Okay.

DOYLE. He might very well have.

ALTSCHULER. And what would be your response?

DOYLE. If it were a different legislator . . .

ALTSCHULER. No . . . no . . .

DOYLE. Than Senator Gunther, I would probably just construe it to be another . . . and I use the term advisedly . . . 'bitch' by the Senator about Brian Gaffney.

ALTSCHULER. Now what would make it different that you would in fact set up a meeting with the Governor?

DOYLE. Well probably the intensity of George's complaint about anything would be the reason that I would set up the meeting with the Governor. I honestly don't remember that business about him saying he went to the press . . . that he would go to the press . . . or something like that. That just doesn't ring at all with me. Now Tom . . . the Governor had a process where he would meet with any Republican Senator upon request . . . and the deal was that . . . the arrangement was . . . that I was supposed to move hell and high water if I had to get any Republican legislator . . . Senator . . . in to see the Governor if they requested it. Because the Governor felt that he should be accessible. So chances are if the intensity of George's complaint . . . if he was really rattling on about something . . . I would schedule it. I mean that would be my trigger. If that's what you're asking me. That would get me to go downstairs and say "Ann can you fit George in for 10 minutes because he's got to see Tom about something . . . about Brian;" And that would probably be exactly the way I phrased it.

ALTSCHULER. All right. If he gave you a piece of paper . . . again I think that when he's talking about the details of the lease I think he's just talking about what the cost was per year etc. etc., would you have filed that somewhere?

DOYLE. If he had given me something, I think that I probably would have given it to Ann to give it to the Governor when the meeting was held. Or would have handed it to the Governor maybe when George went in.

ALTSCHULER. All right. So it's possible that he mentioned the lease . . .

DOYLE. But Rick let me just remind you that my understanding of this business its through the newspapers in the last few days . . . Okay . . . But there was some indication as I read the newspaper articles that the Senator was somewhat unspecific with the Governor when he was talking with him . . . at that May 23rd meeting. That tends to sure up my own belief or feeling that he probably was even more unspecific with me. I mean after all I was only the liaison. I had nothing to do with leasing or anything else. If George's whole reason for doing this was so he could appraise the Governor, it would seem to me that he would be even better prepared when talked to the Governor than when he talked to me.

ALTSCHULER. All right. Let me ask you this. You said that he characterized it as a 'bitch', I believe?

DOYLE. I characterized it as a 'bitch' . . .

ALTSCHULER. Anyways . . . he complained quite often. Did he often ask for a meeting with the Governor though?

DOYLE. Honestly. No I don't recall that he did. My honest answer to that is I do not recall that on complaints because many of the matters he's either met or talked with the Governor about in the past. I can remember . . .

ALTSCHULER. But I think that we sort of established that in 1972 he wasn't meeting that frequently.

DOYLE. No but the ongoing problems, like the incumbent Commissioner of Health, that was a continuing bitch. And while I might hear about it with some frequency talking to George he wouldn't request an opinion to talk to Tom because he already had on several occasions.

ALTSCHULER. Okay.

DOYLE. I'm only . . . I'm going . . . I'm wasting far too much of your time . . . I'm trying to give you the feeling of how Senator Gunther and I related to one another. And then why I would make a decision or not make a decision based on what he told me.

ALTSCHULER. All right, when you talked to the Governor in the last week or so, what was that conversation generally about?

DOYLE. Ah . . . let me see if I can reconstruct it for you . . . my memory is better in the last week than it is about two weeks ago . . . On Monday the Governor asked me if I'd remembered such a meeting where Senator Gunther came in and was very unspecific and I said to George "Look George" . . . where he said something to the effect that there was something wrong with Brian and this lease or something. And the Governor asked if he could be specific. And I'm . . . and this is what he said to me . . . and George said "Well no . . ." . . . and he was all over the lot and there was no detailed discussion. And so the Governor asked me . . . he said "John do you remember such a meeting?" And I said "No, sir I honestly don't. But I might well have scheduled it for you, but chances are that as I tell you I probably ducked out to get some work done while I . . ."

ALTSCHULER. So according to the Governor, Gunther came in and said something about a lease but didn't say what was wrong with it. He didn't have the details

in front of him that he suggested were there. So he said that there was something wrong with a lease and he was a chronic complainer you say anyways. And he was just complaining about the lease but he didn't say what was wrong with it?

DOYLE. I wasn't part of that meeting so I . . .

ALTSCHULER. But this is what the Governor told you this week?

DOYLE. That's what the Governor mentioned.

ALTSCHULER. That was his recollection?

DOYLE. That was his recollection . . . that . . . he had said something about Brian . . . something was wrong . . . and did I remember it? . . . because it was so unspecific?

ALTSCHULER. And he talked about something with the lease but didn't give any specifics?

DOYLE. Specific details. I *think* he talked about the lease. He clearly . . . good morning John . . . he clearly talked about Senator . . . uh . . . Brian Gaffney and what not. And I said Tom "I honestly just don't remember." . . . I have no recollection of that . . . I wasn't party to any such matter.

ALTSCHULER. Now did Governor Meskill say that he was sort of taken aback that the talk was about a lease or had you briefed him that there was a lease involved anyways? I'm talking about Gov. Meskill at the time two years ago . . .

DOYLE. All right. Yes. . . .

ALTSCHULER. When Gunther came into the office . . . did he indicate to you later that gee you didn't tell me it was about this lease?

DOYLE. No, I don't recall any. As I said the only thing that I can find is that letter from Sen. Gunther dated June 1 that I got back in my file. If I set up a meeting . . . understand this Rick . . . if I set up a meeting, an ad hoc thing like this. . . . if I went in the morning and said Ann squeeze 15 minutes for George Gunther this afternoon . . . there wouldn't be anything on paper . . . I wouldn't write to confirm it for instance where I would put a little note on the bottom *Meeting Took Place* or something like that . . . The next day I would be on to doing whatever was the next day and hopefully George would have his problem cleared up.

ALTSCHULER. Okay . . . So basically your meeting with Governor Meskill in the last week or so . . . he was telling *you* more than you knew?

DOYLE. Yeh . . .

ALTSCHULER. Rather than . . . (inaudible here)

DOYLE. And he asked me point blank "Do you recall such a meeting?" I said "Governor I honestly don't."

ALTSCHULER. All right. And Governor said . . . again just clarify it . . . that there was some talk about Gaffney and the lease but Gunther was not specific as to what was wrong with the lease, the terms of the lease, the details.?

DOYLE. The Governor's comment to me Rick was that there was talk about Gaffney and some allegations about Gaffney. I don't know if he used the term lease. That's why I'm not. I just don't remember. He probably did. That's what was in the papers and that's what is being talked about. When he talked to me last Monday I'm sure that's what he had on his mind. But the point is that's . . .

ALTSCHULER. But what I'm asking . . .

DOYLE. That's the general. . . . Yes, that's a fairly accurate description of what the Governor's comment to me was and he said "John do you remember?" And I said "No, Governor. I'm sorry I don't I didn't sit in on that meeting."

ALTSCHULER. Okay. So Governor Meskill said to you last week . . . don't let me put words in your mouth . . . tell me what he said again.

DOYLE. No I won't. The Governor asked me if I recalled a meeting at which George made allegations about Brian Gaffney and was very unspecific about them. Unspecific to the point where the Governor said look I can't very well respond to what you are saying unless you tell me what you mean . . . tell me the details so I understand.

ALTSCHULER. All right.

DOYLE. And then the Governor stopped and said "John do you remember such a meeting . . . did you sit in on it?" As I did sit in some times with legislators. And what I told him is "No, Governor. I did not sit in. And I really don't recall any such discussion."

ALTSCHULER. Okay. So it's safe to say that they . . . that they talked about something to do with Gaffney. You say that probably it was to do with a lease but that no terms were discussed of the lease and that the paper which Gunther originally gave to you . . . ah . . .

DOYLE. No, I don't recall any paper at all. As I told you before. I mean that's just. And it's very unlike George to have given me any kind of a paper detailing a problem. It's just not the way Senator Gunther operates. More likely Senator Gunther was physically expressive rather than verbally or in writing. He would grab me around the shoulder and hug me and say "John you know. Brian is at it again." . . . or some such thing.

ALTSCHULER. So its probably or possible that they talked generally about that lease but they didn't mention any specifics . . . you're fairly certain of that because of the way that Gunther operated?

DOYLE. Well you got me in a spot. I don't . . .

ALTSCHULER. Well I'm asking you now . . . is what Governor Meskill said.

DOYLE. Yes . . . yes . . . that's right. That's what the Governor asked me. And his question at the end of the rather brief discussion that we had by phone was did I recall the specifics because he remembered some kind of a meeting but he couldn't . . . but his recollection was that there were no details given. . . . and I've been to meetings like that with the Governor where a legislator wants to come in and talk about a problem but when they got there there was no detail . . . and I felt somewhat embarrassed frankly that I had set it up. But I wasn't at that thing so I really don't know.

ALTSCHULER. Okay. But this is what Governor Meskill told you . . . that they talked about a lease but in general . . . or . . .

DOYLE. I don't recall the term 'lease' . . . what I recall of his question to me was that George had some complaints about Brian Gaffney. And I wouldn't be surprised if he mentioned the lease part of it. And did I recall . . . and was I party to such a meeting?

ALTSCHULER. But you wouldn't have been surprised because that would have been normal of Gunther to mention in generality the lease? But you would have been surprised if he had mentioned the specifics?

DOYLE. I would be very surprised. That's right.

ALTSCHULER. All right. But you wouldn't be surprised that he mentioned the general lease and Gaffney because he was always complaining?

DOYLE. If it had anything to do with Brian Gaffney . . . I . . .

ALTSCHULER. He'd mention it. . . .

DOYLE. Yes that's right.

ALTSCHULER. All right. Let me ask just ask you one final question. You said that you'd talked to the Governor over the phone?

DOYLE. Right.

ALTSCHULER. Now the reason that I'm asking you . . . is obviously I saw you coming out of the office . . . I don't want to . . .

DOYLE. Monday?

ALTSCHULER. I think it's when we were leaving Friday. When I set the appointment.

DOYLE. Right.

ALTSCHULER. What did you talk about then?

DOYLE. Well Friday when I got back . . . I was out of the office Friday afternoon. Okay . . .

ALTSCHULER. Out of the office at the Hospital Commission?

DOYLE. At the Hospital Commission . . . yes. As a matter of fact I was visiting a recruiter down in New Haven. It behooves me to make some interest in getting a job in the next few months. And when I got back to the office my secretary told me that you had called. And that apparently Sen. Gunther had been quoted on one of the news stations or something or other . . . and I called over there to find out what was going on. At the time that I called the Governor was meeting . . . John . . . I think with you . . .

MANNIX. Friday night?

DOYLE. Friday afternoon . . . this would be about 4:00 or 4:30 p.m. or something like that.

MANNIX. It would be later than that.

[Tape H begins.]

DOYLE. So I called him and he said . . . I didn't get through to him. So then I called him later and I asked what was said this afternoon. And the Governor said "Well George says that he related the detail of this thing to you." And I said "Gee . . . you know . . . I told you about that last Monday." And so then I said "I'm going to come over. Do you mind?" He said "NO". So I came over and . . . a number of us . . . and we just sat around and just chewed. . . . It was a chew session.

ALTSCHULER. You never talked about this again . . . then?

DOYLE. Well Friday afternoon. . . . We did talk about the general discussion that George had had that day. And I again reviewed with the Governor what I had . . . "geez . . . you know I'm put in an impossible position," I said. And I was frankly a little miffed about the business of the lie detector, which I understood . . . and I said "You know I just don't remember.

And I hate to go in and say that the most honest answer I can give you is that I don't remember the detail that George said he described. But I said . . . that's the way he operated." And I think I said many of the things that I've just said to you . . . that I would go up there . . . I'm sure the Governor did not realize this but one of, as I told you before, one of the disciplines that I had for myself was that I would make my grand tour every day. I would go around the House and Senate offices even if I had nothing to talk about . . . just to listen . . . and as I said you know . . . everytime I go up there George would be up there complaining. I mean that was the kind of thing I discussed with the Governor.

ALTSCHULER. All right. But basically the flow through went from Governor Meskill to you in the last week or so? He didn't have that much of a recollection either but you . . . ?

DOYLE. Well Monday morning it was. Friday afternoon I called him to find out what it was all about. I didn't know why you were calling him then.

ALTSCHULER. Right . . . right . . .

DOYLE. But I was in the office 10 minutes and scooted over here to . . .

ALTSCHULER. So it's safe to say that regardless of what recollection Gov. Meskill has you would have even less than that? And he basically was filling you in on what he remembered? And to you . . . it was . . .

DOYLE. On that meeting . . . yes.

ALTSCHULER. . . . you couldn't remember?

DOYLE. But I don't think, Rick, that Friday afternoon we really got back to the meeting itself. Because he asked me that Monday and I was just describing in general terms, as I've tried to do with you, by relationship with Sen. Gunther and how difficult . . . and I guess I just wanted to talk with somebody . . . I was saying how . . . Jesus . . . how difficult it is for me to remember any specific things George said because he regularly had complaints. He regularly had bitches, especially about Brian.

ALTSCHULER. Again . . . Just to clarify it for the record . . . Back in 1972 to your recollection he only met twice as opposed to . . . ?

DOYLE. No what I said is that I would be surprised if during the 1972 Session George as a Republican legislator didn't meet at least two or three times with the Governor because *all* legislator did.

ALTSCHULER. As opposed to . . .

DOYLE. As opposed to 1971 when he met regularly . . . I would guess 2-3 times per week.

ALTSCHULER. All right. I don't know if there are any more questions but I would like to turn off the machine. It has nothing to do with this. I have something which I want to talk to you about.

MANNIX. John, one question that I have and it's really : . . perhaps you don't know the answer to it but maybe I can get a feeling from you . . . and I don't know if Rick prefaced this interview with you to indicate that we're not here to indict or clear anybody. It may be . . . I have some personal . . . I'm talking now as a Committee member . . . I have some personal feelings, as I expressed to the Governor on Friday. But a very important thing has developed here as to whether the Governor was aware of what was going on. And the letter from Sen. Gunther . . . supposed discussions with the Governor . . . alleged discussion with the Governor . . . followed up with the letter. I guess Tobbey Moffit . . . and I haven't read the new report . . . but he indicates that he sent a letter to the Governor. Of course the investigation in November of 1972 into the Downes lease and leasing in general. So the Governor was apparently fairly well aware of something not 100% in leasing. The Governor has taken a position that he sort of . . . he did delegate to his Commissioners . . . Commissioner Hozlowski and Manafort in this case . . . to handle these leasing matters and to take care of the procurement of space for the State. Were you aware . . . you personally during your service in the State with the Governor . . . that there was a problem in leasing? And when . . . I assume . . . you were . . . and at what point did this become evident to you?

DOYLE. John I honestly can't say that I was. What I told Rick before was that at the time in question—late May—as you knew I had responsibility for all the bills that went through. And the heavy time in bills is just after you guys

went home. The General Assembly goes home early in May that year. I probably had a barrage of bills coming in at the rate of 20-30 per day that had to be handled within a set time frame by the State Constitution. Chances are I was 99% overwhelmed with trying to process those bills and get them to the Governor—then with anything else I would have heard from anyone. Also, I think it is fair to say, I tried to respond to a legislator by the way that I characterized him. I think a given legislator might come to me whom I knew to be a very serious and thoughtful person. And if he came to me with a problem I would have probably taken notes and set up a meeting with the Governor. But that's not George Gunther's *modus operandi*. And by that time I had a year and one half experience or roughly that with George and he was a chronic complainer. So this thing would not have stuck in my mind. He could complain on any day on any given thing from oysters to the Health Dept. to Brian Gaffney—and especially Brian Gaffney. I honestly can't say, and you can characterize me as you see fit after this, but I don't—you know—when the leasing thing went around—even the letters from Moffitt—I probably would have been more or less oblivious to it. I mean it wasn't my concern and I really had enough to worry about with vetoes and supporting the Governor's vetoes in trailer sessions than I cared about leasing.

MANNIX. So in effect what you're saying is that it wasn't really your area of influence and expertise and responsibility. So that you had enough problems to handle without going into somebody else's area.

DOYLE. Well, challenges perhaps.

MANNIX. Challenges—okay.

ALTSCHULER. Okay—I think that's it, John.

Senator HRUSKA. The next witness is Senator Weicker.

TESTIMONY OF LOWELL P. WEICKER, JR., U.S. SENATOR FROM CONNECTICUT

Senator WEICKER. Mr. Chairman, I appreciate the opportunity to appear again before your committee and make a few observations, which will be brief, prior to a continuation of the firsthand witnesses that are scheduled to appear before your committee.

As a matter of form, and I don't know what the practices of this committee are, but just so that there can be no confusion, I would hope that the previous record established before this committee at the earlier hearings in September will be made a part of the record of this hearing.

Senator HRUSKA. Would you repeat that?

Senator WEICKER. I request, and I don't know if it is necessary to request, that the record established in the hearing of September 17 be made a part of these hearings.

Senator HRUSKA. Of course it will.

[The hearing referred to has been printed.]

Senator WEICKER. Senator, let me say at the outset, so that there would be no confusion as I proceed with my remarks, that I have a great respect for the outstanding reputation of the members of the Judiciary Committee insofar as their devotion to civil liberties are concerned, and insofar as their furtherance and protection of those liberties.

I don't think there is a committee of the Congress, and I say this both for the Republicans and the Democrats, that has such an outstanding array of persons who are dedicated to this area.

All that I ask is that these Senators weigh the facts, the facts as they are presented in this appropriate forum—and I emphasize appropriate forum because unfortunately there has been a record, and it

has not been a good record, of people making a judgment in the shadows relative to Governor Meskill.

I was delighted to hear the dean of the law school from which the Governor graduated testify as to the Governor's academic proficiency.

I was delighted to see Mr. Doyle appear face to face and respond to some questions which will be raised relative to the testimony that he was supposed to have given and which testimony was supposed to have been derogatory to the Governor. It is clear that that wasn't the case, and now you know firsthand it isn't the case.

I am not here to commend Tom Meskill again to you. I think my previous statements in the earlier hearings stand today as indeed they were spoken then. And I don't think his outstanding qualifications need repetition.

But what I think we have to do is take a careful look at the track record from the beginning of the hearings on this nomination to when I appeared before you.

I attended the first hearings; I attended them almost in their entirety. And I recall well those proceedings. I remember those who testified on behalf of the Governor. I recall the formal statement by Albert Connelly of the ABA in opposition to the Governor. I remember the testimony of certain citizens and groups from the State of Connecticut who disagree with the Governor and his policies. And I also remember the introduction of newspaper clippings derogatory to the Governor.

But I don't remember at these hearings—or let's put it this way, at the opportunity afforded by these hearings—any improprieties, any illegalities attributed to the Governor. I don't recall appearances indeed by any other bar association aside from the ABA against the Governor. And I assume that the opportunity having been given for a full and open hearing, that that was the close of the matter.

But that wasn't to be. Using the excuse of the Connecticut State Legislature leasing hearings, the process of judging this man's qualifications began to be dragged out. And I watched this dragout with interest. Aside from the testimony of Connelly on the day of the hearings, I never once again heard a word of complaint from the bar association. Rather I read and I heard of the inferences relative to Tom Meskill and what he may or may not have done insofar as the leasing practices of the State of Connecticut while he was Governor of that State.

And slowly and surely it began to build up to the point where a man was actually being tried and presumed guilty, not in a forum such as this, not in the forum of a leasing commission, not in a courtroom, but by word of mouth, by allegations as among the staff and the members of the various committees, both in Hartford and down here.

And I thought that the time had come to take a trip to Hartford. My ire was aroused because of the failure of the leasing commission to stop these inuendos and these inferences. And I think the record of my testimony before that commission indicates that there was plenty of heat in the way I felt.

But I admired that commission, because at the conclusion of that testimony, after extensive meetings as between the staff of your committee and myself, the staff and the members of the leasing commis-

sion of the State of Connecticut, a statement was issued, and it was widely reported in the press, and it is available to your committee, specifically clearing the Governor of any illegalities, while not commenting on matters of judgment.

And it was so reported.

The leasing commission I think should be thanked, and I thank them now, for having stepped out front at a rather important time when I think a rather unfortunate situation was beginning to develop totally outside the normal presumptions and the normal forums and the normal practices of our legislative and judicial entities.

The day that I met with the leasing commission the American Bar Association released to the press a telegram. Now, mind you, September 17 was the time when your committee had heard from the bar association. And not a word was heard until the evening of December 16, almost 3 months later. And when it was heard, it was heard in the press. There was a telegram sent to me, which I didn't receive until December 17th, the day when your committee met to go over this matter. And the telegram from Walsh read as follows:

DECEMBER 16, 1974.

HON. LOWELL P. WEICKER, JR.,
U.S. Senate,
Washington, D.C.

The purpose of this telegram is to urge you to join with the American Bar Association in requesting the reopening of the Senate Judiciary Committee hearings as to the fitness of Thomas J. Meskill to be a judge of the Court of Appeals for the Second Circuit. The American Bar Association objected to Mr. Meskill's confirmation on the ground that he was unqualified by training for this important judicial post. Although I know that you believe that the standards of the American Bar Association are overly narrow in their requirement of litigation experience, I must point out that in the case of Mr. Meskill there is not even a close question. His lack of qualification would be manifest by any reasonable standards. Not only has he never argued an appeal or written an appellate brief or tried a case of any significance, he has never received distinction in the practice of the law. He is essentially untrained in the skills which would be required daily in handling the difficult and important cases which come before the Court of Appeals for the Second Circuit.

"But, in any event"—and this to me is the most damaging commentary on men who profess to know the laws of this Nation and the presumptions that the law lays down in this Nation—

But, in any event, even though you totally disregard his lack of training for this post, charges bearing upon his integrity and the conduct of his office as Governor of Connecticut require the reopening of the hearings on his nomination. According to the public press, a Connecticut State Senator has charged under oath and in public hearings that Mr. Meskill had knowledge that substantial state leases were being awarded upon the basis of political favoritism and that he took no steps to correct this practice. This State Senator also testified that he had been subject to threats and intimidation in an effort to cover up this practice. Mr. Meskill apparently denies knowledge of this practice and he has, in fact, appointed an alleged central participant in these transactions to be a Connecticut State Judge.

Under these circumstances and in the light of the extended remarks which you have made regarding the Watergate coverup, will you not join with the American Bar Association in urging the reopening of the Senate Judiciary Committee hearings on Mr. Meskill so that there may be a satisfactory and conclusive resolution of these questions concerning his integrity, his acquiescence in the use of public office for political favors and his respect for the courts of his own state before he is confirmed for a lifetime judgeship of this importance. The vacancy in this office is now long-standing. Congress will re-

convene in January. There is no urgency which could conceivably justify hasty action by the Senate without hearing first-hand the charges of a reputable state official which go to the integrity of a future lifetime judge.

Respectfully yours,

LAWRENCE E. WALSH,
President-Elect, American Bar Association.

How coincidental that the evening before your committee was to meet this telegram arrived, the evening when no longer could any member of your committee attribute delay to the fact that the State Leasing Commission might find the Governor guilty of illegal conduct.

So after a 3-month silence now the American Bar Association once again enters the scene. And this telegram, that can only be based upon hearsay and newspaper clippings and no firsthand investigation or knowledge, this telegram is released to the press even prior to its recipients getting it.

I propose to you that if that is the sense of justice that is held by the president-elect of the American Bar Association, he is ill suited to that position.

Insofar as the public hearings are concerned, let the record show that in talking with the distinguished Senator from Mississippi, Senator Eastland, I insisted that there be hearings, that this is the proper forum. I can't deal with shadows. I can't deal with innuendoes. I can't bounce between Hartford and Washington. This is the place. It is not the State Leasing Commission's job to make a judgment on this matter. It is your job. It is the President's job, it is the job of the U.S. Senate. This is where the matter gets resolved. This is where the buck stops.

The report of the State Leasing Commission is out. You can say now that we want to await for the appendix. You can say that we want to wait for the final bound volume. I understand that there is a 5-week delay that has been requested in order that the appendix can be printed, and we can wait 5 more weeks. I think the evidence is such. The witnesses are here.

I recall in talking to a member of this committee that one of the things that disturbed the minds of some—and rightfully so—was that they were told that there was a John Doyle who had information derogatory to the Governor. You have heard the information from Mr. Doyle yourselves. You have had him before you. No appendix is going to change anything that he will tell you or anything that you could question him about.

During the course of the investigation, or during the course of this matter, again a member of this committee indicated that this was a representative. John Mannix, and it was alleged he had damaging comments to make relative to the Governor, and improprieties by the Governor. Now, you have heard from Mr. Mannix, and Mr. Heckman has heard from him. Let the record show the letter: "Dear Mr. Heckman"—Mr. Mannix incidentally, is a member of the State Leasing Commission—"This is to confirm my complete support and endorsement of the joint statement issued by the Leasing Committee and Senator Lowell Weicker. After reviewing the facts at this time I would support the nomination of Governor Meskill for the Federal bench based on the investigation of the leasing practices of the State of Connecticut. I know this information will be of service to you."

Yes; it is. Just like Mr. Doyle's information is personal. Just like Dean Hopkins relative to his academic proficiency is personal. I am not talking about the hit and run, out-of-state New York lawyers. I am talking about those that have firsthand knowledge. This is what is important.

If any member of the committee chooses to follow the American Bar Association in their opinions by virtue of their standards as to who is qualified or not, no argument. It is fair enough. That is your privilege.

But to insist on anything other than firsthand knowledge in the appropriate forum and in the open does not do justice to what I have already stated is the greatest collection of civil libertarians in this Nation. Now, if a committee comes here from the organization of the city bar of New York and states that we are not here acting as the Connecticut State Legislature and speaking for them, then what were they doing? It wasn't their investigation. This is firsthand knowledge. If you want firsthand knowledge, get that committee down here, not some bar association group that is operating second and third hand. What is it that brings this type of operation before this committee?

As far as I am concerned, I will say again, whether it is that association, or whether it is the ABA, they are a trade association, they are interested in their trade which happens to be the law.

All I am saying is, I think the time has come now to stop using the leasing committee of the State of Connecticut as a surface reason for what might be philosophical or political differences.

Now, on down there. How many of you would take the time to go back to your statement when somebody was spraying the landscape with every possible type of accusation and stand in on a cause that admittedly isn't popular? I have got the popular rating, he doesn't. Every time I go to bat for him, for heaven's sake, I probably go down a couple of points myself but I don't care; you gentlemen know me well enough, on both sides of the aisle. I don't care whether a man is Democrat, Republican, Liberal, or Conservative or what, if I am for him, I am going to stand up for him. And I went back to Connecticut and I spoke up on behalf of the Governor and I responded to this man down there. Do you know what kind of man you are waiting for in making your judgments for Governor Meskill? Here is a letter dated April 30, 1974, to U.S. Senator Lowell Weicker, 342 Old Senate Office Building, Washington, D.C.: "Dear Lowell: After reading the enclosed"—these are comments on the leasing—"please hurry to appoint Thomas as a Federal judge so that he can be indicted."

"Sincerely, Doc."

That is really great as far as testimony which this committee is willing to evaluate and have stand up against the public record of the Governor of the State of Connecticut.

I don't agree with Tom Meskill philosophically. I owe him no political favors. We both made it here, and he up there.

But in conclusion, and this is the last comment I have prior to hearing again the first-hand knowledge of people from the State of Connecticut who do relate to the Governor as Governor, as a human being, as a lawyer, do I feel that those of us who took our law degrees and instead of making a lot of money, or instead of going into the quiet world of academia, decided upon a course that involved the rough

and tumble of politics, and the problems of people, do I think that we are as good as a wealthy Wall Street lawyer and a professor on a campus. I sure do. That is really what is at issue here. And I refer not only to those that are elected, but those that choose in the appointed capacity to serve in government. I think there is a tremendous pool of talent for our courts from this area which so many people look down their noses at.

And so I, once again, Mr. Chairman, recommend to your committee the nomination of Thomas Meskill to be a judge of the Second Circuit Court of Appeals. I think he will make a great judge. And I beg and plead before this group that each one of us as defenders of the law take a look at these traditional concepts which have been established so that this matter can be decided as any other matter in the greatest possible traditions of the Senate of the United States.

And I thank you very much.

Senator BURDICK. Thank you very much, Senator.

I will give you as a word of explanation that I have three pages of questions that I could have asked Mr. Doyle, but I thought it was more or less understood in the committee that after February 1, we would probably have some other witnesses, and rather than fire the strawpile first I didn't ask the questions.

Senator WEICKER. Mr. Chairman, let me say this. This matter started on September 17, 1974. Now I think one of the issues that is before the American people as legislators—and I believe our past colleague Senator Ervin was very much involved with it—is that any of these matters be brought to a speedy conclusion. I am going to wait. Please understand this, as far as any of you are concerned. All I have asked for is an up or down vote. I will be glad to wait on the American Bar Association and on this committee. I have got to. Until I feel that the proper and the fair thing has been done by this man, I stay with this man. And obviously I have deep concern over a matter that was presented before your committee that started on September 17 and continues now into February and, on the schedule that you announced, will probably now continue into March. I can't say that I think that there is any further need to wait in that regard. I would hope that as far as any of the succeeding witnesses are concerned, including the Governor himself, if you have got something on your mind, please go ahead and ask it, because as I said, I can deal with everything that goes on in this room. I have faith in this room. But I can't do it when it is wandering around in the shadows.

Senator HRUSKA. Senator Tunney.

Senator TUNNEY. Thank you, Mr. Chairman.

Thank you, Senator Weicker, for your testimony.

I think that you understand that we all feel a very great sense of obligation, not only to the Senate, to the processes of the Senate, but also to the right of Governor Meskill to have a speedy resolution of this issue one way or the other. I do not think that it is the chairman's intention. I certainly know that it is not mine, to unduly delay these proceedings.

The fact that we are faced with, of course, is that we have the president-elect of the American Bar Association, representing the entire bar association, testifying that an inquiry is now going on by the bar,

and they have asked for a delay until that inquiry can be completed. The bar feels that it was impossible for them to have conducted the inquiry earlier, because they said that the State of Connecticut had not yet completed its investigation. As I understood the testimony of Mr. Walsh, Connecticut was not looking at the culpability of any one individual, or lack thereof, but was looking at the entire leasing procedure, and that was the reason that they felt that it was important to get this delay so that they could make information available to us.

Now, for my own point of view, it would be my very sincere hope that the American Bar Association's investigation demonstrates that Governor Meskill had in no way any ethical improprieties. And I know I sincerely feel that. And I do not think that it is fair to even suggest that there is evidence of these improprieties that is probative now before this committee. But there have been, as you say, innuendoes. There was one stern statement, apparently, by Senator Gunther which indicated, perhaps putting it more kindly, a lack of judgment on the part of Governor Meskill. And I think that in this day and age when a prestigious private organization like the American Bar Association asks for time to complete an investigation we should give it to them so long as they are not being dilatory. And I have no reason to believe that they are being dilatory.

As you know from the conversations that we have had, I respect your judgment in feeling that Governor Meskill is fully qualified in every way to be a member of the second circuit. I think that you also realize that my own personal opinion as to the qualifications is that a person's political career does not necessarily qualify him to sit on the bench, but that, particularly for the second circuit, something more in the way of legal training or legal scholarship is required. That is not in any way to denigrate a politician or a politician's ability to serve as a judge. It is simply to say that this, in and of itself, should not be a qualification. It is one of many.

So I hope that you don't feel—and I don't sense from your statements that you do feel—that members of this committee are trying to protract this hearing when some sympathy is shown to a request that has been made by the American Bar Association to give them time to complete their investigation.

Senator WEICKER. If I may respond to that: first of all, let me say this, because I think it deserves comment only because it is the type of thing that has been going on in the background, and now that you and I are face to face I can make this statement. You and I are supposed to have fistbumps on the floor over Tom Meskill. Thank you very much, the only time I have beaten you is on the tennis court, and you probably think you can get me at some time in the future. But that is just typical of the type of thing that has been going on here.

But let me make these comments. I don't know about the judgment of the American Bar Association. Don't forget, their man that sat here, Mr. Walsh, was the main proponent for both Hainsworth and Carswell. I am not willing to accept this pretentious judgment on the part of the American Bar Association, certainly not as to Mr. Walsh.

Number two, I think the ABA is already dilatory. They came to the September hearings, and then you went through a 3-month period. And obviously nothing has been done in the way of investigation during that time. Except for a last minute telegram when there was a

possibility that the committee might vote, and they wanted to get their input to the committee prior to its vote. And thus the release of the telegram even before I saw it.

Now, all I am saying is that there are appropriate bodies to make certain judgments. The Connecticut Leasing Committee said their job was the leasing practice of the State of Connecticut, it was not the individual guilt or innocence of the Governor, and to the extent that they investigated the leasing practice there was no illegality so far as the Governor is concerned. Your job is to judge from all sides, including the opinion of the attorneys, as to the qualifications of this man to be a judge. That is fair now.

You are not a court. Now if there is an illegality, something that went against the law, that is not your job. That is not my job. That is not the leasing committee's job. That all of a sudden becomes the job of the appropriate law enforcement entities, the prosecutor's office, or what have you. Nothing like that is going on. That is the problem.

As far as the ABA is concerned, what is the nature of their investigation? They have made their investigation relative to his legal qualifications. They don't think he has the necessary legal qualifications. I know that you have been concerned on that basis. Fair enough. No argument at all, John. But I don't know what they are investigating right now that they should properly be investigating. It seems to me that whatever it is that they have been charged with in the past they have discharged that responsibility, and anything else belongs to an official body, not the American Bar Association. I just think it is appalling to see lawyers—five of them from the city of New York Bar Association—do a hit and run job legally. It goes against anything that I have been taught as a lawyer, not first hand knowledge, just a little dab here and a little dab there, and then appearing before a Senate committee. That is disgraceful. I wouldn't allow that as any sort of a proper presentation.

So I am saying that I hope we can get on with this matter. Somewhere there has to be an end. What if all of a sudden somebody came up and says, we think we will continue the investigation of the leasing practices of 1970, and so we will continue on.

May I just point out one thing. Your committee was promised the report of the leasing committee December 1. That is when you were promised the report. That didn't come to pass. I say, even as to what people are committed to, that doesn't occur.

Senator TUNNEY. The chairman has stepped out for a moment. I can't speak for anyone else. I do feel is that this committee should act promptly. I think we ought to give a time certain to the American Bar Association by which to complete its study, and if they haven't completed it at that time, it is too bad, it will not be considered. But this is going to be a committee judgment, it is going to be up to a majority to decide what this committee wants to do. So that you understand where I am on it, I have made clear to you that I am not going to try to unduly protract this hearing.

Senator WEICKER. Absolutely. You gave that word long ago. Absolutely.

Senator TUNNEY. I stand on that. But if we give the bar 3 or 4 weeks to come up with its report, and then be able to move up or down, within the week after that, the interest of justice will be served.

In all fairness to Governor Meskill, it is not right to have his name considered and perhaps approved by the committee and the Senate with the American Bar Association's investigation hanging out here on the side unresolved. The Governor's record as a public servant is sufficiently distinguished not to put that kind of a burden on him. That would be the worse type of situation, because it would lead to all kinds of potential innuendoes. The interests of justice does dictate that we resolve the thing as quickly as possible and in the open. The feeling is—from my own point of view, and I think from Senator Burdick's point of view—that we ought to make a time definite for the report of the ABA, and then consider that report in executive session, and vote on the nomination one way or another. I know that that is not totally satisfactory to you. I hope that you understand that it is not done in any sense with a desire to delay the proceedings, but from a desire to protect Governor Meskill and protect ourselves.

Senator WEICKER. John, I have absolutely no question as to the fact that you are dilligently pursuing this matter and trying to do it in the fairest possible way, none whatsoever. I am sorry as to the tactics exhibited by the ABA up to this point. I would make this comment about them. I think they have been very deceiving in their tactics. I hope your committee, and I apparently have this assurance, if they have something, will give them the time to do it—they have had 4 months now, that is really quite enough, I think—and after that point it becomes a waiting game as to who can outlast whom.

I have been asked to submit for the record, and I will now, because I think it is important—we are trying to ascertain the whole truth—the interview of Senator Gunther released in the public hearing of December 13, 1974. I think it should be a part of your record so that the members of the committee can see exactly what this man said on December 13, 1974, some 6 months or so after he was of the opinion that Governor ought to be indicted. With that, Mr. Chairman, I will present it to your committee.

[The material referred to follows.]

INTERVIEW OF SENATOR GUNTHER AT LEASING PUBLIC HEARING OF DEC. 13, 1974

DICE. Do you swear that the evidence that you give in this investigation to be the truth, the whole truth, and nothing but the truth . . . so help you God?

GUNTHER. I do.

DICE. Thank you. Will you please give us your full name and address.

GUNTHER. Senator George L. Gunther, 890 Judson Place, Stratford, Connecticut. And if I may Mr. Chairman before I start, I've already asked you whether or not at some stage of this proceeding that I would be very happy to go under a polygraph . . . where you want to take and interrogate me relative to any statements that I make here or in the process or anything after this . . . I'd be very happy to sit down and submit to the lie detector because I know that statements have been made around here by various people . . . and it seems that we have a new disease . . . I call it "executive amnesia" . . . and apparently it's spreading throughout the country because people have trouble remembering things. And I would like very much to submit myself at any time, with your Committee's approval and with my voluntarily doing this, to any interrogation under those circumstances. And of course I think that it also might be a good idea that any evidence to the contrary of anything I say . . . that those people also submit to such a demonstration.

DICE. Thank you Senator Gunther. We'll note that for the record. I think that for today it is sufficient that you testify under oath and we'll take your testimony under oath today. Obviously you're here in response to our inquiry as to certain

knowledge you may have as to the Waterford Highway Garage lease. Could you please tell us when you first learned of that lease and the sequence of events that happened after you learned of that?

GUNTHER. If I might, and I may save all this business of going back and forth, if I can give you sort of a running dialogue of my exposure . . . of my first exposure to it, the various events that took place . . . I spent a lot of time last night trying to get my dates together and if I can follow this rather than going all over a 10 acre lot maybe I can keep some sense into this thing and the sequences in a chronological runup of exactly how I was involved in it.

DICE. Well if you'll that . . . that's why I asked the question so you'd begin when you first found out about it . . . and follow on with the events. If you stray a little bit I may ask you back, however. . . .

GUNTHER. Or interrupt me . . . and I hope that we can get back onto the track. I've got a few notes that I can probably keep myself on. Because I'm known for rambling a little bit and we could be here to 12:00 o'clock tonight if you really wanted to. Actually my first exposure to the Waterford or the Downes lease was an anonymous telephone call sometime actually the latter part of the 1972 Session when we were up here which would put it into an area of I'd say pretty much maybe the middle of April. I had an anonymous telephone call and the party on the phone said "Gunther you've got a big mouth when it comes to what the Democrats are doing. How big a mouth have you got when it's your own party and the Republicans doing the same thing?" I said "Try me." And with that the phoner at that time gave me a complete detailed breakdown of the Downes lease and I do have . . . my typed copy of that . . . which goes back at that time . . . which gives a detailed breakdown . . . and you're welcome to have a copy of that if it's going to help this proceeding . . . and it gives the breakdown that he gave me . . . it's \$563,000 for the construction work; \$266,000 for the site work; \$100,000 for contingency; \$36,000 for architect; \$26,000 Public Workers; \$22,000 Equipment; \$22,000 Surveyors; \$1,350 . . . in other words it was a detailed breakdown of what was being proposed at that particular lease. Now I asked at that time that the person identify themselves and they said that they would rather not and that they would be keeping their eye on me and see just what I would do. It was just about the next day, if I recall properly, that I saw Brian Gaffney in the hall outside my office . . .

SHURE. Is that a notation date, Dr. Gunther?

GUNTHER. No I'm sorry it isn't. I wish it was. I would have had less trouble last night going through my diary to try and find out when it was.

LIEBERMAN. Senator, was that caller or voice anyone that you recognized in any way?

GUNTHER. No, not at all. And I'm certain that they had made reference to previous leasing situations in the State that I had made public. I'd say that almost assuredly they were the Ruby Cohen leases and that which I had come out and been very critical of. But as far recognizing the voice . . . no I'm sorry.

LIEBERMAN. Was that the last time that you heard from that caller?

GUNTHER. No in the interim there . . . somewhere in the paper, I believe the New York Daily News had a little blow-up of the Ruby Cohen lease . . . and they had a little press release. And I had the phone call come to me. And I had nothing to do with that incidentally. But this showed in the press and I said that this was old hat . . . that this was old news . . . and at that time the fellow asked me if I was trying to be cute and was this something that I was feeding out to the press? And I said "Absolutely not." I had no idea why. . . .

LIEBERMAN. Was this the same voice . . . this first call?

GUNTHER. Same voice but it was quite apparent that whoever it was kept their eye to the newspaper and also I'd say that in order to have this type of detail would certainly have to be an in-department individual.

LIEBERMAN. You've never found out who this was?

GUNTHER. No I haven't. As I say, the next day out in front of my office Brian Gaffney came by and I stopped him and I would approximate that this time as much . . . as close as I can determine it . . . this was either late April or early May. And I had a devil of a job trying to tie the exact time down because I had to go to some positives and work back and figure time factors. At that time. . . .

DICE. This was 1972 yet?

GUNTHER. Yes this was 1972 and I'd say either late April or early May. I showed Brian Gaffney the slip and asked him if he knew about this and he said

that he knew that his uncle was applying for a lease but that he would have to check the figures. So he took the figures and ten minutes later he came back up and said "yes, that's . . . it's as closely accurate as it could be" and that his uncle was definitely applying for the lease and that those figures were for all intents and purposes accurate. At that point I asked him to stop the signing of these leases or at least go after this thing . . .

DICE. And asked who now?

GUNTHER. Brian Gaffney. I'm trying to get back to my notes here . . . oh . . . one of the points that I remember with this is that he said when I asked him about the lease . . . he said "well this is the way that we do things." And I said "No, this is the way that *they* do things."

Let me correct that. And at that point I said "No, that isn't the way that they do. That's the way that we do it because the Republican Party today controls that particular dept, and it's the same thing that the Democrats have been doing."

LENGE. Senator.

GUNTHER. Yes.

LENGE. What was the first thing that you said to Brian Gaffney when you encountered him in the hallway?

GUNTHER. I asked him to take a look at the slip and asked him if he knew about this particular lease.

LENGE. Was that slip typed out from the previous day? Was that it?

GUNTHER. Yes, I had taken it down in pencil on the phone and I had typed that out . . . yes. That is not my original penciled version.

LENGE. And when you asked him to take a look . . . did you give him any indication of what it pertained to at all?

GUNTHER. Oh of course. I mean . . . it's on there as a Frank Downes Garage definitely. I . . . I . . . I certainly . . . he knew it was on a leasing program. And as far as the specific dialogue I remember some of the highlights. We're going back a couple of years you know . . .

LENGE. Right. And did you give him your conclusion as the whole thing . . . I mean tell us more of the detail of the dialogue . . .

GUNTHER. Not at that point when he went to check it. When he came back and he said that "this is the way that they do it" and I said "this is the way that we do it because it's the Republican Party." And I'm sure about the dialogue, and I can't remember that specifically, but that I had been working against these leases and opposing these leases as long as I knew about them.

LENGE. What was the main point that you were making to Brian Gaffney at that point? Leave that impression with us.

GUNTHER. That it should be stopped. That they should not proceed with . . .

LENGE. And did you tell him why specifically you felt it should be stopped.

GUNTHER. Well again I'm trying to be accurate for you.

LENGE. I understand that.

GUNTHER. I don't think that I specifically said why it should be stopped. I think that anybody with an ounce of brains knows . . .

LENGE. No . . . no. Regardless of what you may think. The question is did you tell him specifically why you believe it should be stopped? It's just a factual thing.

GUNTHER. I can't at that moment, Senator, say that I specifically said that. I think that in the record . . .

LENGE. No, no. Don't be defensive about it. We just want the fact.

GUNTHER. No, I'm not defensive. But I'd like to say to you yes I went over everything and said that it was . . . you know . . . exactly . . . well it is a prime case on what they shouldn't be doing in leasing.

LENGE. OK, fine.

GUNTHER. I mean pretty much for the record.

DICE. Why don't proceed on then Doctor. . . . Thank you Senator.

GUNTHER. OK, after I do remember him saying that he would look into this lease. In other words, I opposed it and thought it should be stopped and he said that he would look into it. Now in a day or so . . . and it could possibly have been even that day . . . I called up the then Commissioner Kozlowski and I asked him to check the figures. And I think that it's interesting to note that my typing did have the telephone number of Kozlowski right on the note that I have here. And I asked him to check the figures. I wanted to know if those figures were accurate as far as the leasing on that was concerned. And he gave me the assurance that they were basically exactly the figures that they were working with. And I couldn't help but feel at that time that he had a little reservation about this particular lease. And incidentally, the telephone call had also

made mention that there was another lease that had not . . . and incidentally the telephone call had also made mention that there was another lease that had not and I'm going back now to recall it . . . that there had been another lease that was going to be in the works by the name of Tomasso.

DICE. What telephone call was this?

GUNTHER. That's the original anonymous telephone caller . . . also made mention but no details on the Tomasso lease.

DICE. But they did mention Tomasso?

GUNTHER. They did mention it on the phone but without detail.

LENCE. Senator so that I can at least follow this in its chronology. Is it correct for us to draw . . . you said that you asked Brian Gaffney to stop this lease, is that correct? And then are we to be left now with the impression that he took the papers . . . or took the notes . . . and said that he would look into it. Did that leave you with the impression or are you asking us to draw the conclusion from that that at least he was going to consider your request?

GUNTHER. I would say that it was my impression that he would at least look into it and whether or not he had any intentions of going into the request or not I couldn't say. But at least . . .

LENCE. Well we'll draw that conclusion later. But at this point you asked him to stop it. He took the papers and said that he was going to look into it.

GUNTHER. He didn't take any papers.

LENCE. I mean the notations.

GUNTHER. In other words he knew of my notations and his own checking on the figures that more or less indicated that these were correct.

LENCE. Alright. And did you initiate the call to Comm. Kozlowski?

GUNTHER. Yes I called Kozlowski to check out and find out whether or not these were accurate and also whether or not there had been any phone calls or anything relating to Gaffney coming through to him.

LENCE. Did you tell the Commissioner that you had had the conversation with Gaffney?

GUNTHER. I believe that I did.

LENCE. All right.

GUNTHER. I'm almost certain that I would have. Commissioner Kozlowski is from my district politically and I know him and I know the type of individual . . .

LENCE. Is it your present recollection that you did tell you made the request to Gaffney?

GUNTHER. Yes I would say that.

LENCE. All right.

GUNTHER. I would say that it was my impression that he would at least look into was important . . . and that is that this particular lease Kozlowski had implied or stated that he had bypassed the kitty corp. set up as far as this particular lease was concerned and had gone directly to Brian and to the top of the ticket to clear this particular lease.

DICE. Okay now . . . this is what Kozlowski told you in the conversation where you called Kozlowski . . . the first time that you called Kozlowski about this lease?

GUNTHER. That's in the early part of either May or the latter part of April. Yes.

DICE. Just so we're all sure we know what we're talking about. What did you mean when you said that they "bypassed the kitty corp"?

GUNTHER. Well there was a process set up when Tom Meskill took office in this State where he set up a young . . . we call them the kitty corp because of their age. And in order to have his finger on top of just about everything he had each one of these young people assigned to a department or departments. He had almost a constant overview of what was going on in the State of Connecticut in practically every department because they had frequent meetings almost daily at times I believe.

DICE. All right.

GUNTHER. Now the kitty corp. would have normally been involved.

LENCE. How would you know of the frequency of the meetings of the kitty corp?

GUNTHER. Well anybody who served up here during the 1971 Session and was in leadership certainly had to know about the meetings.

LENCE. No but I mean that there were formal meetings by the group?

GUNTHER. Yes. Frequent meetings with the "Kitty Corp" and the Governor.

LENCE. And what did Comm. Kozlowski mean to you . . . are you quoting him accurately when you say that "He bypassed" . . . Are those his words—"I bypassed the Kitty Corp"?

GUNTHER. Okay. I wouldn't say that "bypassed" would be his word . . . but in other words the implication of what he had said relative to the leases . . . and I couldn't help but feel whether it was stated by him or whether it was my impression . . . that he had some great reservations personally on these leases and because of this he had gone directly to the leadership itself, whether you can imply that . . . I know definitely Gaffney . . . but I would say probably Meskill too.

LENCE. But more particularly I am more concerned with his words as distinguished from yours in response to that. "Bypassed" is your word?

GUNTHER. Yes, that's my kind of a word.

LENCE. All right. Fine thank you.

GUNTHER. Because I don't think that he . . . I'm a two syllable fellow.

DICE. Would you please go on about the conversation with Commissioner Kozlowski.

GUNTHER. Talking about the next week to ten days and up until the second week in May at various times . . . I won't say every day . . . but on a frequent basis I would call Kozlowski to find out if there was anything being done . . . if there was a hold being put on this . . . and each time he reported that there was no change in the status of the leasing. And during one of these conversations I was getting a little bit concerned about this business of getting stuffed off and I even suggested that he might reject the lease itself because he did have the authority under the policy of the State and at that time he kind of remarked that . . . you know . . . if you want your job . . . in another words the implication here either you do your job or you possibly get out. So that . . .

DICE. I'm not sure that I understand who is saying this and what they are referring to.

GUNTHER. Alright. Kozlowski said that he liked his job at one point when I suggested that he should reject this lease . . . because as far as I'm concerned this type of lease . . . that it was wrong that this type of lease be continued in the State of Connecticut. It had been going on for years with the Democratic Administration and I felt that we should put a stop to it. And his was just a simple remark, and I don't know if this is 100% the way that he said it . . . but it was "I like my job" . . . to that degree.

DICE. All right. Do you want to proceed on then.

GUNTHER. I'm trying to hold this time factor as close as I can calculate because I did it all between 2:00 o'clock yesterday afternoon and 2:00 o'clock last evening. But about the 10th of May I had a call from Brian Gaffney . . . this is at my home office. At that time he asked me again what were my intentions as to what I was going to do about the leases and that kind of thing. And I told him that I wanted to see those kind of leases stopped and I said that as far as I was concerned it was either a case of their being stopped or I would probably go to the press and lay it out to the public. And I said that he could have stopped it and asked why he didn't stop it and he said "I can't . . . I'm committed." And to be very candid with you I was a little amazed that he could be committed to his own uncle to that degree that he knew by nature I'm one of those that blows his mouth off and usually goes through with anything that I say that I'm going to go through . . . and to be committed to that degree was really an amazement to me.

LENCE. Did you ask him at that point why he left you with the impression that he would try to do something about it when you first encountered him in the hallway and you gave him the numbers and he said that he would look into it?

GUNTHER. No I didn't.

LENCE. Didn't it appear as though was some inconsistency that he would give you the impression that he would do something about it and then later tell you that "I'm committed."?

GUNTHER. Well I think that I know Brian Gaffney well enough to not say that I expected great things from him. But at this point I felt that there was still a chance until you hear that type of remark—that he as an individual would be willing to take and step in and cut it off.

LENCE. So you didn't note the apparent . . . ?

GUNTHER. Not particularly . . . no.

DICE. Is that the full conversation that you had at that time?

GUNTHER. Very short conversation . . . it was on the phone.

DICE. He called you?

GUNTHER. He called me and I don't know from where but it was at my office and my home. And within a day or so after that . . . yes go ahead, do you want something?

LIEBERMAN. Senator, I'm curious as to how you were able to place . . . you said while describing the beginning of that conversation that you thought it was about May 10, 1972.

GUNTHER. I just took the sequence of events and I started up in May when I knew that I had a meeting and I worked back as much as I could in relative time spans. And I'm not talking in exact dates incidentally. The May 10th . . . I looked into my daily diary in my office and I see that at that time I was in my office, which isn't too frequent during these periods, and I know that it was in an evening. I know that I was there and I knew that it was relatively in the span of time. It could be a day or two difference.

LIEBERMAN. A curious thing to say for the record is that our investigation of this case shows that the letter of commitment from the State to Mr. Downes went out on May 9th, which would have been the day before you believe the phone call occurred?

GUNTHER. Well I don't know about any coincidence about May 9th. I've heard some figures that have been popped around about when a letter of commitment or anything of that . . . I knew nothing about May 9th being the date. I've heard something about the first of April that the press has been calling me and been wanting me to make statements and May 9th right at this moment I can say that I've heard of it within the preliminary talk that we had before. But there was no reason that I picked the 10th except that that was one of the nights that I was in my office. It was an office night and it was in that time frame which I considered to be what was going on.

LIEBERMAN. The other thing which is suggested by your recollection of the dates is that your first contact with Mr. Gaffney about the lease were prior to May 9th, which was the date of the commitment.

GUNTHER. Oh I'd definitely say that it was the latter part of April or the first part of May.

LIEBERMAN. You feel confident that your initial attempts to stop this lease did occur prior to the Letter of Commitment going out?

GUNTHER. I was a little surprised, Senator, that any commitments had gone out because I got some details here later on which I'll show you . . . at no time with any conversation with any of the parties involved was I ever given the impression that a Letter of Commitment or anything had been given to Frank Downes for this particular lease. At no time because it would have been easy enough to shut me off and send me on my way . . . and whichever way that would have been incidentally . . . had they said "look we're committed. The letters in and that's the end of it."

LIEBERMAN. Maybe that was what Brian Gaffney was trying to say when he said "I'm committed."

GUNTHER. Well maybe that's so. I couldn't say that that was part of the conversation. At no time up until June did I know . . . or I might even go farther than that . . . to this minute the exact date but even with our investigation that we were running in 1972 did I know the sequence of dates and I probably wouldn't have checked it except for this hearing.

DICE. Then that's the sum and substance though of the conversation with Mr. Gaffney on or about May 10th?

GUNTHER. That's right.

DICE. Then what happened next?

GUNTHER. For the next . . . I'm trying to . . . oh . . . either the next day or within a day or so of that time I contacted John Doyle because he was the liaison man between the Governor and the Legislature and I'll say that at this given period of time I 'don't think that our relations down there were as sweet and lovely as they were in the early part of 1971. We've had some differences . . . not open differences . . . but we've had some differences. But I asked John to set me up with a meeting with the Governor and that I wanted to go over this lease itself and see whether we could get something from the Governor or find out what his attitude was on it. At the time that I asked Doyle to go in there I gave him the details and I said that there was no need to go into a great harangue . . . "here's the details in case he doesn't know. And I would like to meet with him and find out whether or not he subscribes to this because as far as I'm concerned ole Harry Truman says it 'this is where the buck stops and the executive can stop this type of thing and I think might have been;' . . . might."

DICE. Just so we're sure though of the date that you're talking about . . . the date that you went to Mr. Doyle was on or about May 11th, 1972?

GUNTHER. Or a couple of days. I'm just saying please don't try to hold me to the specific dates because I tried to go back two years and relate to specifics that I knew of and areas that I could relate to that something was happening . . . let me put it that way.

DICE. All right. Let's go on then and see what other kinds of dates we have.

GUNTHER. All right. For the next week or so . . . and it might have been a week to 10 days . . . anytime that I saw John Doyle I said that I wanted to get in and see the Governor and it was always the stuff off and I very frankly thought I was being put off until I came in here and I'd say that it was on or about the 18th or 19th of May . . . and again I can't be that accurate on these dates but I'm just trying to tie the thing up.

DICE. Just so that we have one other fact on the record. Was it not true that in 1970-1971 you were the Senator who helped brief the Governor as to bills and the like?

GUNTHER. In 1971 . . . yes.

DICE. In 1971.

GUNTHER. In 1971 Session I was the liason . . . in fact I helped to set the liason up between the Senate and the House in order to keep the Governor aware of what was happening in the Legislature, interpreting bills, discussing bills and trying to get his position on my part so as to not go back and lead our people around by the nose but just to let them know whether the Governor was going to oppose or veto or what have you.

DICE. All right. Now proceed on to the . . .

GUNTHER. There was almost daily meetings incidentally. In fact, during the latter part of the 1971 Session it was practically 8 AM. every morning. So we had a bit of a relationship there. On about the 18th or 19th . . . again don't hold me to the day . . . it was when I was coming into the State Capitol here and John Doyle was walking down through the lobby and I said "John, I've wanted to get in to see the Governor. And if I don't hear from him . . . and if I don't hear from him pretty damn quick . . . I'm to go public and I'm going to the press and I'm going to lay out the whole damn leasing thing on the Downes lease." With that John told me to sit tight and "let me go in and see if the Governor can't see you." At that point he set me up with an appointment with the Governor and specifically to take and discuss the Downes situation.

DICE. When did he set it up for?

GUNTHER. He set it for May 23rd at 11:30 AM.

LENCE. Senator . . . When you came into the Capitol and you encountered John Doyle and you said that you were going to go public and he said that he'd see what he could do about it . . . Did he give you the feeling . . . Did he turn around and go in and arrange it immediately? When were you next . . .

GUNTHER. Oh yes. No . . . I think John . . . he called me back . . .

LENCE. That same day?

GUNTHER. Yes. John Doyle was very receptive to trying to get something into the Governor's Office.

LENCE. Just the sequence. I wanted to know what the sequence was.

GUNTHER. I'd say that by the latter part of the morning he had set up the appointment . . . Okay.

LENCE. Okay fine.

DICE. Just for the record. Mr. Doyle at that time was the liason between the Governor's Office and the . . .

GUNTHER. Legislature . . . right. Now if you ask me how I knew about the May 23rd date I'm very happy to say that I have my desk calendar for 1972 and I happen to save them. God knows why but maybe it's for things like this . . . cuz I understand that I didn't have a meeting on that day. But if you care you're welcome to the tear sheet and on the 23rd of May at 11:30 AM . . . Governor Meskill. And how I remember pretty well about the date and the reason for the meeting is that at 12:00 PM I was over at the Sonesta meeting with the Gaming Commission on what we were doing as far as the flat tracks and I got an education in the racing field. But I remembered after that I went from his office to that meeting and if you would like me to name the people at that meeting I think that we can get some relationship here. But this is available to you. I don't know if you want this for anything.

LENCE. You went from the Governor's Office to the Gaming Meeting. Were there any other legislators there?

GUNTHER. Yes I think that . . . it was poorly attended by legislators because they were very pleased to see me. I think that there was one or two legislators.

LENGE. Do you recollect who they were?

GUNTHER. No I can't. I'm sure that the record of that will probably show.

LENGE. Did you tell anyone at that point of your meeting?

GUNTHER. Nope. We didn't have time. In fact the legislators ate their dinner and left. I stayed for the whole meeting . . . ah . . . ah. It was a dinner meeting. You know how it goes.

LENGE. Yeh I know . . . (Laughter from audience). Things are lean sometimes.

GUNTHER. It's the only way some of us could live.

LENGE. Did they have oysters and organic stew?

GUNTHER. No they didn't that day. (Laughter from audience)

DICE. Let's go back to the meeting with the Governor. If you'll describe from the time that you went into the office till the time you left for us please—what he said and what you said and anyone that was present . . . please describe that also.

GUNTHER. Well first of all there was none present. There was just a meeting between Tom Meskill and myself. And I said that I was going to be very brief. I knew that I'd given the details . . .

DICE. By the way, who showed you into the room?

GUNTHER. I think John Doyle took me down to the door by hand.

LENGE. You mean actually?

GUNTHER. Not actually. I was being facetious. No I think John . . . I'm not sure . . . I think John . . . I know his secretary Nitsky, I believe it was? . . . was there . . . but 11:30 I went in there and told him . . .

DICE. Mr. Doyle didn't go in there?

GUNTHER. No. Nobody was in the room with us . . . unfortunately. I told him that he had the details from John . . . that I had given John Doyle the details that I had on the Downes lease and he knew my attitudes about it. And one of the first things that he said to me after going over the lease a bit and my objection and that this was the same old ball game . . .

DICE. Why don't you tell us what you told him as far as your objections were . . . how you described the lease to him . . . Why don't you go into some details if you can recall?

GUNTHER. I didn't go into any great detail because I know or I have known or he should have known what these leases were all about.

SHURE. Was it your impression Senator Gunther that when you got into that meeting that the Governor was aware of why you were coming and the purpose?

GUNTHER. I'm quite sure that he knew why I was coming.

SHURE. And what transpired to cause you to come to that conclusion?

GUNTHER. Well the fact that I had given all the details to John Doyle prior to that meeting and that . . . as far . . . I'm sure that Governor Meskill was well aware of my attitudes toward this type of practice and I know damn right well that he could feel the heat following me down the hall.

SHURE. Well . . . I appreciate his understanding of your attitudes but what I'm more particularly asking you is whether or not the Governor gave you the impression that he knew specifically when you arrived what you were coming to talk to him about and that is the Downes lease?

GUNTHER. Well I . . . yes I think that he was well aware of it. I think there had been enough prelude in the setting up of the meeting. I'm sure that John Doyle is fully competent in carrying coals to Newcastle, as he's done many times in the past on many issues.

SHURE. Did he discuss with you initially what the status of that lease was at the time?

GUNTHER. No. He didn't say that it was already sewed up though . . . I can tell you that. At no time was I ever given the impression that that lease was sewed up and that there was any commitments or any lease assigned or letters of commitment or anything else.

SHURE. Did he know about the details of the lease when you came in or did you have to explain them to him?

GUNTHER. No we did not go into the details. Again . . .

DICE. That isn't the question. Did he know the details of the lease or did you have to explain to him what the details of the lease were?

GUNTHER. No I don't recall going into the minute details of the lease itself. As I say I think that I prefaced that well enough with anything that Doyle would have to bring into him.

DICE. Were you under the impression though that he did know the details of the lease when you were discussing it?

GUNTHER. That he didn't know?

DICE. That he did?

GUNTHER. Oh . . . yes I'd say that he did know about the lease.

DICE. You didn't explain them to him but he knew the details of it?

GUNTHER. I would say that. That would be my impression because he said "What's wrong with it", which impressed the hell out of me. Senator . . . yes?

LENCE. Trying now to get a present recollection of just what occurred as you went into the Executive Office. . . . After John Doyle literally took you by the hand to the door and you walked in and you had whatever the amenities were . . . presumably there were some . . . and . . .

GUNTHER. I don't . . . I . . .

LENCE. I don't even want the details of that . . .

GUNTHER. I said that joking on Doyle so don't . . .

LENCE. I understand. But after you had the initial greetings and you got to the purpose of your visit to the best of your recollection who initiated the conversation to the business at hand?

GUNTHER. I believe that I did.

LENCE. And do you recollect what you said to the best of your ability?

GUNTHER. Not specifically. I knew that it was a general discussion . . . very short . . . very brief . . . because I knew that he was in a hurry and so was I.

LENCE. What do you think that you said to him or at least the tenor of what you said to him?

GUNTHER. Well I think the tenor was just the attitude towards my attitude towards leasing and that he was aware through the fact that we had feed in through Doyle and that . . . that this was one of the leases that I would object to. You know this is one of the biggees as far as I'm concerned . . . that the build-lease type lease . . . there are a lot of leases that are probably very very legitimate. I know they are legitimate. But this is a biggee . . .

LENCE. All right. But to this point, and correct me if I'm wrong, would I be correct in drawing the conclusion that you went into his office; you had some initial conversation; and then you got to the business in hand by stating your general objection to the leasing situations and practice . . . Sort of a general stoppage of. . . .

GUNTHER. I would say that that would be as fair as anything.

LENCE. Did you at any time specifically mention a specific lease and particularly the Downes lease?

GUNTHER. Oh yes. Well that was what we were talking about.

LENCE. All right. When did that come? Did you mention it by name?

GUNTHER. Oh of course . . . I'm sure I did.

LENCE. Well . . . you know . . .

GUNTHER. As far as.

LENCE. No, no . . . let's take it nice and slow and easy. I mean we're really interested in the facts . . .

GUNTHER. Well that was the only lease. Look it, that's the only lease we were really talking about even though the Tomasso lease could have been in the works and we were aware that there was something in the works. We had no details on the Tomasso lease. So to discuss anything other than the Downes lease you know would be ridiculous.

LENCE. Is it fair for us to draw the conclusion that you did mention the Downes lease specifically?

GUNTHER. Oh I'm certain I . . . I . . . by name . . . yes.

DICE. Why don't you go on Senator Gunther.

GUNTHER. Do you want to ask something?

DICE. I think that we'd sort of like you to go in the sequence and then maybe we'll come back to some of these things in detail.

GUNTHER. All right. After he had made the remark "what's wrong with it" I recalled to his attention that shortly after the 1970 Election, when he had won the election, and I don't know if it was a day or two after that election, but it was shortly after it, I went to his Headquarters in New Britain where I happened to bump into him. And at that time I told Tommy Meskill that he could die 90 years old but that as the Governor of this State just give the people what they were promised and I said "let's clean out that backroom" . . . and I said "especially

that leasing program". And I was quite specific because I had been hung up on that thing for quite some time. At that time he shook my hand and said "Doc . . . we're going to do it." That's why some of these things stay in my mind. Oh, then . . . at that point he asked me what was he going to do if . . . and I believe the word was "we" . . . if we continue to process the lease and go through with the lease? And he said "then what are you going to do?" And I told him I said "Very frankly I'm going to go to the public and I'm going to go to the press and I'm going to lay it right out on the deck." And at that point he said to me, "What you going to do . . . the Democrats dirty work?" Very frankly my response to that was "That was not the Democrats dirty work. That was the dirty work of the Senator from the 21st District and it wasn't dirty work." I remember that quite succinctly because I was a little bit amazed at that attitude. At that point he said that he would look into the lease . . . Again another one of these things that he would look into it. And again the impression, if we get into this thing, when he says he would look into it I would surmise that meant that there might be an attempt to stop that particular lease. I waited for a couple of days and I called Kozlowski again to see if there was any change in the status of it . . . if they had done anything at all to take and stop that particular lease and that time it was again negative that there was nothing being done to stop that lease. And I indicated to him that I was just going to put it out on the deck. Now that would have put it in just prior to the 31st of May when on . . . June 1st is when I drafted a letter to Governor Meskill and I released it to the press relative to the Downes lease and asking him to intervene at that point. I was hoping very frankly . . .

DICE. Do you have a copy of that letter for the Committee?

GUNTHER. Yes I do have copies of it. I don't . . . I think my girl made some copies and I don't know if I have them here. She's got a bunch of goodies for you.

SHURE. Senator Gunther . . . at any point during your conversation with Governor Meskill on the 23rd of May or in your subsequent conversation with Comm. Kozlowski . . . did either of them indicate to you that the State had already issued a Letter of Commitment and that in all likelihood the perspective landlord would probably have already commenced his construction or whatever it was he was going to do?

GUNTHER. I have never at any meeting with anyone of them ever had anyone of them ever make a statement that there was a letter of commitment or that the thing still wasn't under negotiation and I've gotten a news release there, which was a rebuttal I believe to my letter out. And I think you've got a copy of that in your goody package there. This is on . . . frankly this was the same day that I released and included in the body of the release of the letter that I had sent to the Governor in the fifth paragraph they apparently went to DPW Commissioner Ed. Kozlowski for a reaction to my letter and it was a UPI story and it said DPW Commissioner Edward Kozlowski says he does not intend to reject the Garage lease being negotiated. He maintains that the lease represents a reasonable price etc. Hardly what I would consider a public statement at the time but it was inconclusive that the . . . but you could go ahead and conclude from that there was still a possibility that he might still be in the process of negotiation in my book.

LENGE. Senator . . .

GUNTHER. Yes.

LENGE. You said that the Governor said to you "what are you going to do about it?" . . . What do you believe he meant by "it"? . . . or can you recollect what sentence or what you had said to him just prior to that remark on his part?

GUNTHER. Well he asked me what I was going to do if they didn't stop the lease and the "it" would be not stopping the lease.

LENGE. And are you referring specifically to this Downes lease.

GUNTHER. The Downes lease . . . yes.

LENGE. Did you . . . ?

GUNTHER. That's the only thing . . .

LENGE. Right, I understand. Do you expressly at this time have a recollection that you expressly asked him to stop the Downes lease?

GUNTHER. Yes. That was the only one we had . . . that was considered . . .

LENGE. Well I'm trying to separate it from the general remarks . . . your general attitudes.

GUNTHER. Well, Senator, I can't say that my attitude wouldn't be to stop all of them.

LENCE. I'm sure that that was your attitude. My question is did you communicate it to a specific?

GUNTHER. Well I really . . . Apparently there is some good reason that you want. . . . All I can say is that I was there for a specific purpose and it was the Downes lease. I believe record has it that I've opposed this type of build-lease program ever since it's inception. And I don't know of what purpose there could be with me not saying it specifically or making it generally for that matter. I think I've had press releases out before and I could have possibly documented them for you but I have attacked this particular practice.

DICE. Senator . . . Why don't we get on the record then what your objection is to this . . . or was . . . to this particular lease. Did you tell the Governor what your objection was to this specific lease?

GUNTHER. Well to start with . . . if you want to know what my objection is . . . I wouldn't give a damn if it was Brian Gaffney's uncle. That only compounds it and makes it worse. I think the whole practice of these so-called "build-leases" is strictly a patronage rip-off in the State of Connecticut. I can never see the length of time of investing the people's money into this type of a lease because all they did was amortize somebody else's debt and given them a hell of a windfall. So it didn't make any difference. It only amplified it that much more in my book, the fact that the man was the Governor's uncle. And I think that if we ever got into . . .

SHURE. You don't mean the Governor's uncle . . .

GUNTHER. I'm sorry. Actually . . .

LENCE. Are you telling us Senator . . . Is that what you told the Governor or is this your present evaluation of the situation?

GUNTHER. Oh, I don't know if I had to be specific on this. And I don't know if I was specific. I don't think that I was playing games with him. He certainly knew it was Brian Gaffney's uncle. Christ . . .

LENCE. Did you ever mention . . . Do you recollect mentioning Brian Gaffney's uncle expressly?

GUNTHER. Oh no . . . not . . . to Tom Meskill?

LENCE. Jesus I think that's a little facetious to think that I would do it. I mean those people are those close and they practically all go to bed together and you want to know whether I mentioned his uncle . . . I don't follow your point you know. I'm not trying to be cute.

LENCE. It's very simple. If you did you did. And if you didn't you didn't. There is no alternative purpose other than to get the facts.

GUNTHER. I know you don't mean that. But I'm trying to relate why in my own mind because I'm quite sure that somewhere along the line somebody got the message that it was Brian's uncle, whether it was mine or not.

LENCE. Well there are three things that you are suggesting . . . Whether it was necessary because it was general knowledge. Secondly, that he would have gotten the message . . . the general tenor of the conversation. And thirdly, whether . . . and this is the point that I'm inquiring about . . . whether you expressly mentioned Brian Gaffney's uncle, the Downes lease. And your recollection seems to be that you didn't express that . . . you got the general feeling . . .

GUNTHER. I couldn't say that.

LENCE. All right.

DICE. Senator, just to go back. In your general objection to these leases . . . had you discussed with the Governor before that you objected to any lease?

GUNTHER. I think it goes way back to my short discussion with him right after the election, if you want to be specific. But I'm sure that he hasn't been living in a vacuum.

DICE. Had you discussed other leases between the time that he made that statement after getting elected and the time that you discussed this lease with him about leasing by the State? What I gather is that you just don't like leasing by the State and think that it is not a very good practice for the taxpayers.

GUNTHER. Well let's correct that a little bit. I'll say that there is some leasing that I can justify. I think that anything between five years on a necessity basis . . . yes. Maximum 10 years if you can justify it. But anything beyond that I think that just plain common sense in the finance market and the cost of money and that type of thing . . . I think it's ludicrous to take and pay somebody's building off and give them a windfall, which is what we were doing and doing for years.

DICE. Okay. Now, had you discussed that with the Governor since he was elected up until the May...?

GUNTHER. Up until this one? No I don't believe that I had. This was the first occasion. I probably was naive enough to think that maybe we weren't doing it... I probably would not have known.

DICE. Okay. Had you discussed it with Dept. of Public Works (DPW) at any detail... did you discuss it with them?

GUNTHER. No I don't believe that I did. Well wait. I can go back to right after the election... in 1971 when we took over... when I say we I say the Republican Party... took over the State of Connecticut I had had conversation with Kozlowski and he knew that I was working on these leases that had taken place during the Democratic Administration when they wrote the book. And he let me in, together with Rep. Wm. Smyth because Bill Smyth was getting interested in this type of a field and trying to find out if there was any hanky panky that we could hang on the bush on what had transpired. Now Kozlowski let in to the Public Works Dept. and this was the early part of 1971 period. Well we went in there and we went over the files to try and find... I had some specific files where I could smell a mouse but I couldn't take and really hang it on them... and we were looking to see if there was anything in the file... and I have to compliment whoever handled those files... they sure kept a complete file cuz they even had my press releases and everything else...

DICE. Did you discuss it with Comm. Kozlowski about the policy though?

GUNTHER. Oh... I'm sure... Yes, I'd have to say that. He'd have to know about it to let us in there to go over it to find out if there had been any hanky panky going there.

DICE. After the time that you talked to the Governor then... in May of 1972 did you have occasion... you were running through a sequence of events... maybe you ought to continue now.

GUNTHER. Now... where are we now?

DICE. I think we've finished the conversation...

LENGE. We're down to the Hilton.

GUNTHER. [Laughs]... too bad we're not.

GROPP. Mr. Chairman... for my own satisfaction. Senator Gunther I would like to go back when you went into the Governor's Office... when you walked in and I think you indicated earlier that you've had communication with the Governor's Office during the 191 Session. When you went into the Governor's Office did he say "Doc, sit down, stand up"... where was your position during the conversation?

GUNTHER. I'll tell you... I'm pretty good usually on my feet and we were standing and I wasn't there that long that I really needed to take a seat. And I'll tell you... I wasn't in an over friendly mood, especially after the dialogue. I stood... if you'd like to go down I'll go down and locate the place and show you where we were standing. But no. It was going to have to be a quick meeting... as you know this... because both of us had obligations... all right.

DICE. How long did the meeting last?

GUNTHER. Oh 10-15 minutes maximum. I think 20 at the outside. I think I got in just time enough to miss the dessert on the dinner.

GROPP. So you were in there for 15-20 minutes and I know that there were a lot of questions thrown at you. And maybe I'm a little slow at catching things. So maybe for my own satisfaction, I ask the members of the Committee to let the Senator give the sequences of... when you walked in and your conversation until the time that you went out... for my own personal satisfaction.

GUNTHER. You mean a blow by blow description two years after?

GROPP. Just the drift of the conversation. When you walked in there you said "Governor...?"

GUNTHER... how are you... how things going... and that type of thing?

GROPP. No what did you actually say about what you were burnt up about?

GUNTHER. Well I layed it right on. I said "you know I've given the details to John Doyle. You know why I'm here. It's relative to this leasing business." And I'm trying very hard to give you a blow by blow description and it's not easy. As I say, at one point he said "what's wrong with it?" Now I'm sure there was dialogue relative to why we didn't like it and that type of thing. The point is...

SHURE. What's wrong with what though? I can't—

GUNTHER. What's wrong with the leasing procedures.

SHURE. The leasing procedures.

GUNTHER. That's right. This is the policies themselves. And at that point that we then got into my relating back to the election and what I considered to be a promise from him that we were going to terminate that type of thing. And then the dialogue relative to what was going to happen if they didn't stop it. And my reaction there—that I was going to go public and lay it on the deck.

SHURE. Well when did you shift from discussing leasing procedures to that specific lease? I really think that this is very important Senator that we attend to that.

GUNTHER. I don't think there was any shifting back and forth, Atty. Shure. I can't . . . I think that it was all wrapped up in one big ball. I'm not talking about the specifics. The whole procedure itself I think was a matter of the subject that we were there. It wasn't just a case, as I said before, . . . if it wasn't the Downes lease . . . if it was Joe Jemok's lease for that matter . . . I still would have been just as mad about it. I think it only compounded it with the political connotations.

SHURE. Am I incorrect in understanding your testimony to be that shortly after the election you ran into the Governor and expressed your concerns about leasing and received an assurance that those type situations would not occur again and that you assumed until your phone call in late April or early . . . in late March . . . or early . . .

GUNTHER. In late April or early May of . . .

SHURE. 1972 . . . that in fact that was the case—that this was not a problem . . . (inaudible section)

GUNTHER. Yes. I had no reason to suspect that we hadn't terminated. Frankly, I had had enough to do with the Session and that that I was too damn busy . . . pardon me . . . to take and get into that. But that this is the first indicator that I had that something was amiss.

GROPP. Okay. Senator, for my own satisfaction, now you're in there and discussing this and what else before you left for the Statler?

GUNTHER. Well I think that that was all there was to it. The fact that I said that I would go public and laid it on the deck and left.

GROPP. At what point did he say to you . . . "What are you going to do? The Democrat's dirty work."?

SHURE. When did he say that?

GROPP. Just before you left?

GUNTHER. He asked me just before we terminated our conversation . . . I think that anything else would have been anti-climatic.

GROPP. Okay, thank you.

DICE. All right Senator. In your sequence of events, what happened after this as far as this particular lease in your conversation with the Governor?

GUNTHER. Well I think . . . haven't I taken you through? . . . going back to Kozlowski after to find out if anything took place after the conversation with Governor Meskill . . . There was no action . . . it was negative . . . that there was not . . . apparently that there was not going to be any action taken against it and I felt that it was about time to put it on the deck. And my whole purpose for that was to stop the lease and I felt that if we could do it beforehand . . . and again we get back to this business of the impression that I had whether or not there had been commitments made that were irreversible and that type of thing. At no time . . . even up till the time that I wrote that letter . . . would I have believed that . . . you know . . . that there was any real commitments made or I never would have wrote the letter. I would have just laid out the details. So I think the tenor of my letter is to . . . and let me say this incidentally . . . in my letter to Governor Meskill I didn't mention our meeting and one of the reasons was I was kindly. I still thought that maybe somewhere along the line he as an individual would take an action to stop the darn thing. Now as far as I was concerned my main function was to see this practice terminated.

SHURE. But Senator Gunther . . . let me just ask you a couple of questions now. There's been a great deal of conversation in the press and elsewhere about meetings or alleged meetings and conversations and alleged conversations . . . Did you meet with Governor on April 17, 1972?

GUNTHER. You know I've heard that date thrown around and again I've gone through my log book and I don't know what time it was . . . but this is my patient log book . . . and this is how my family eats . . . and on April 17th I was in my office in the morning right up til noon . . . was it April?

SHURE. April 17, 1972.

GUNTHER. All right. Well I wouldn't have been out of my office before 12:15 and I was back in it at 5:45 at night. Now I can't, and I've looked into my other log to see if I had anything scheduled and I didn't. Now there's only one thing that I can think of and it's that I could have had a meeting with him on . . . and it seems a little late in the Session for that particular meeting . . . and that was the time that Brian Gaffney and Collins came up to my leader and had told him that Tom Meskill didn't want me as his liason there . . . and after almost breaking up . . . ah . . . ah . . . over such a situation . . . I took and called Meskill's office . . . this was after we had had quite a conversation Aldon Ives and I as to who we would get to replace me down there and I can't tell you that I was quite happy about the fact that I wouldn't go down there . . . and don't know if this is the date but if it is . . . and the sequence of events that took place that day were that we decided on putting Louie Rome in as the liason man. And after we got through going over the fellows in the caucus that could do the job I asked all the guys (or Aldon Ives) if the Gov. had told him that he didn't want me and he said "no" and I said "you don't mind if I check do you?" So he laughed and he said go ahead. So I called down and got an emergency appointment. I don't know if that's the date because I went down and wanted to know if he had sent his rover boys upstairs to take and . . . ah . . .

SHURE. Was the meeting concerning your termination as liason prior to your May 23rd meeting concerning this lease?

GUNTHER. Oh yes.

SHURE. So there's no question that it was prior?

GUNTHER. There's no question. You know it seems that the April 16th or 17th would have been a little late in the session. I'm not sure. I'm trying to relate what if anything could have occurred on that date . . .

SHURE. But your certain . . .

GUNTHER. Because we were having very infrequent meetings.

SHURE. Okay. But you're certain at this point that the May 2- . . . that that April 17th meeting . . . if there was one . . . was not for purposes of discussing the Downes lease?

GUNTHER. It preceded even my telephone call . . . I'm positive of that.

SHURE. Let me restate the question then . . . I think it's an important question. . . . You're certain though that the meeting of April 17th, if there was such a meeting, was not for the purpose of discussing the Downes lease?

GUNTHER. Yes, that's right.

SHURE. And you're certain that the discussion of the Downes lease occurred on May 23rd or at least within . . .?

GUNTHER. Yes, that's right.

SHURE. Now. You wrote a letter on June 1st, 1972 which apparently was . . . well let me go back to May 23rd. At that meeting the Governor knew you well enough I would take it to realize that if you said that you were going to go public with this if the lease weren't stopped . . . that he could be pretty sure that you would?

GUNTHER. I would imagine that he would.

SHURE. All right. And your understanding is that despite that knowledge . . . that information that you gave the Governor . . . that to your understanding nothing was done by having contacted Comm. Kozlowski?

GUNTHER. Yes. I'll tell you very frankly, I feel sorry for Kozlowski and I think that the man didn't want to process those leases. My impression . . . and I know Ed. Kozlowski . . . I know him to be an honest and honorable guy . . .

SHURE. Well he's been here and he's expressed his feeling about that lease.

GUNTHER. Just so . . . that . . .

SHURE. You're not imputing his integrity.

GUNTHER. Well . . . I'm not trying to indite him for what he did. I think that too many the times the ball game up here goes on and on because that's the way they do it.

SHURE. All right. Let me follow through then now. If you did meet with the Governor on May 23rd and you did tell him for all intents and purposes that you were going to go public and you in fact thereafter did go public on June 1st . . . I would have to ask you why in that letter of June 1st you wrote in the third paragraph "A day or two after the news story a small item appeared in the newspaper indicating that you were going to look into this matter of leasing. I would like to call to your attention some information relative

to leasing pending in the State that I feel fits into the same policy and should be stopped. I understand that a Frank Downes is presently negotiating with the Public Works Dept. of the State of Conn. to build and lease a State highway garage on Route 85 in Waterford." If in fact you had conducted this conversation with the Governor on the 23rd of May and you had in fact told him that you were going to go public with respect to that conversation and the action that you were calling for . . . why did you phrase your letter in such a way as to state that you were bringing it to the Governor's attention as though for the first time?

[Tape 147PH begins.]

GUNTHER. I said before that I was being kindly towards the man and the only way to get the heat to the meat would have been to give this to the press and I think that you'll find out in the press release . . . unfortunately I put it out and he didn't get a chance to read it before he got chance . . . before he was asked to react. This was for press consumption. I don't think that there's any guy in the room politically that if he wants to get something out and hit the deck you lay it out.

SHURE. But would you have hit the deck even more substantially if you had said to him . . . "Governor as I advised you on May 23rd . . . it's come to my attention . . . you've taken no action so I'm now advising you in writing:"?

GUNTHER. Let me say this. I am more often than not more or less categorized as a pretty rotten type maverick when it comes to things. But it just shows you that I'm totally rotten because as you say . . . yes I think it would have had more impact . . . and I can say that there was story that might have been written two days after that would have laid him out on this and I stopped it because what I had said to a particular press man had been in confidence . . . and he had written a story and I asked him to delete it.

SHURE. All right. Senator Gunther, again, based on press reports and so that we can get everything as clear as possible for the record and for this investigation . . . there have been . . . I myself heard a report on the radio coming up this morning that you have partially confirmed and that was your offer for a polygraph test and the other thing that I had heard was that you had indicated to the press that there were three people who could substantiate your story. You've indicated that there were no other persons present at the meeting . . . is that correct?

GUNTHER. That's correct . . . now . . . alright . . . go ahead ask.

SHURE. Well . . . why don't you go ahead and say . . . whatever you want to say . . .

GUNTHER. Well I have had people who have come forward and say to me that I have talked to . . . close to if not the very same day when I had my meeting with meeting . . . and related to them exactly what had happened in the Governor's office. It's hearsay. It was . . . I say it's a little relevant that way . . . Now one of the parties that I can actually take and even relate to that could possibly substantiate my involvement would be your own Deputy Counsel here . . . because your Deputy Counsel was one of the men that was involved in the 1972 Sept. Hearing that we had when Frank Downes came in . . . did a lot of the ground work . . . a lot of the background work. And I think that you can find out that I gave quite a bit of input to . . . I'll foul up your name if I say it . . . but your Deputy Counsel here . . .

SHURE. Altschuler . . .

GUNTHER. Altschuler . . .

SHURE. You have to be Jewish to . . .

GUNTHER. A good German name like that I should have been able to pronounce . . . but . . . ah . . . but no . . . I think that he can relate many of the things that I've said here as part of his preliminary investigation into the Downes' lease. I'm very unhappy, incidentally, that in 1972 we didn't continue. That was the icebreaker . . . and we should have gone from that . . . and we wouldn't have had half of the things that . . .

SHURE. Do I understand that . . . that . . . essentially . . . and this is not to denigrate that sort of evidence . . .

GUNTHER. What did you say? [Laughter.]

SHURE. It's not to belittle that sort of evidence . . . But do I understand Senator Gunther then that persons who you were referring to as persons who could substantiate basically your meeting with the Governor were people who you told of that meeting . . . contemporaneous . . . which as we now know means 'at the same time or approximately the same time as the . . .'

GUNTHER. I'm sure glad that you're here as an interpreter. I'd have a hell of a job otherwise . . . (laughter from the audience) . . . Yes that's true . . . These people . . . again they were not privy to it. They were privy only after the fact and by virtue of the fact that I had discussed it with them rather freely.

LENCE. Who were they Senator? . . . other than Mr. Altschuler?

GUNTHER. Well all right. There was a Phil Smith a young reporter who used to drive back and forth with me. He lives in my hometown and he incidentally had written a story which I . . . maybe I shouldn't have done it . . . we would have been in the same category had I put more into the letter . . . maybe we would have had more heat to it. But he had written a story and I felt that that had been said in confidence and he deleted it.

LENCE. Who was the third person?

GUNTHER. The third person is Evon Kochey.

LENCE. And will you . . . ah . . . pardon? . . . would you identify . . .

GUNTHER. I could probably get some more people if you'd like because . . .

LENCE. No . . . No . . . We're not trying to build an inventory of people. It's just that we're interested . . .

GUNTHER. I'm not trying to involve these people either because it is . . .

LENCE. No that's not the question. Would you identify Evon Kochey?

GUNTHER. Evon Kochey has been a lobbyist for the Common Cause primarily up here. I believe that she's had other areas that she has worked in . . .

LENCE. All right . . . would you . . .

DICE. Senator . . . I think it's important though that he identify when he told these people of this . . .

LENCE. Well that's the next one . . . Would you identify . . . would you state in relationship to the time of May 23rd when you had the conversation with Phil Smith?

GUNTHER. Well I would say that it would either be the 24th or the 25th . . .

LENCE. And when would you say was the date on which you spoke to Evon Kochey?

GUNTHER. On the same relative day . . .

LENCE. 24th or 25th . . .

GUNTHER. With Altschuler . . . with the attorney here . . . I believe it was a little later than that . . . it was going back to the summer.

LENCE. Did you tell any of those three persons anything other than what you've already told the Committee this morning?

GUNTHER. No. I can't recall.

LENCE. So the substance of the communication was essentially what you've said to the Committee?

GUNTHER. That's right.

LENCE. All right.

DICE. Senator . . . Did you ever talk to the Governor any other time than the one you've described about leasing in Connecticut . . . or any specific lease?

GUNTHER. No. I'd say after this that things were quite cool between the two of us.

DICE. All right. Are there questions from the members of the Committee?

LENCE. Is the Senator finished?

GUNTHER. It's up to you.

LENCE. I mean . . . you've finished your chronology?

GUNTHER. Well I've brought you right up to the date that . . . I can't . . . yes . . . up to beyond Kozlowski and that . . . I brought to your attention the UPI story in June of 1972 that as far as I'm concerned you've got that.

LENCE. Did you take this up with any of your colleagues in the circle at any time?

GUNTHER. When you say "take it up" . . . what do you mean?

LENCE. I mean specifically the fact that you had been to the Governor's office or . . . were they among any of the people . . . not necessarily the day after or any . . .

GUNTHER. The only thing is . . . I can say to you Senator I've discussed this very freely with many people . . . the whole leasing thing. I've never hedged on this . . .

LENCE. No . . . no . . . We're not questioning that . . .

GUNTHER. No. I'm trying to recall . . . specifically . . . like I'll say even Sen. Caldwell who is on the other side of the fence was just discussing with me the other day . . . and he said "my God you certainly told me enough of what was

going on if there is any question." . . . So . . . But I don't want to be a name dropper. I could probably go on and mention dozens of people that I've discussed this with . . . you see?

LENGE. I mean I think it's pretty clear that you've indicated what your records disclose, as well as your own present recollection . . . that you haven't . . . that however it came to be an appointment was arranged and you had a conversation with the Governor. You've told us what it is and all we're asking now is . . . and you've supplied the information . . . contemporaneous in time with that meeting with whom you had discussions. And you've given us three and now possibly a fourth . . . Senator Caldwell.

GUNTHER. I've even discussed it with Senator Weicker.

LENGE. When did you discuss it with Senator Weicker?

GUNTHER. Way back in 1972.

LENGE. When in 1972?

GUNTHER. Well . . . it would be after the leasing. Now, if you want a specific . . . I don't know. But this I can back up with my wife's . . .

LENGE. What did you tell Senator Weicker?

GUNTHER. I told him that they . . . meaning Meskill and Gaffney . . . were carrying on the same old ball game that the Democrats had written the book on and that if these people . . . if somebody didn't stop them . . . that they were going to ruin the Republican Party.

LENGE. All right. And what was his response to that?

GUNTHER. Well I don't know what you'd call response. He was blase maybe . . . if that's it. I don't . . .

LENGE. He didn't think it was very important?

GUNTHER. He didn't go up through the ceiling and go out on his white horse and say God we're going to stop them Doc . . . I can tell you that. But he's aware . . .

LENGE. But what . . . did he condone it? Or did he . . . ?

GUNTHER. I don't think that he condoned it. I think . . . he's been up here . . . he know the ball game . . .

LENGE. He just shrugged his shoulders?

GUNTHER. Pardon?

LENGE. Would you say that he just shrugged his shoulders?

GUNTHER. No I think he was disgusted with the conversation. But I don't think he pursued it.

LENGE. Did you mention the Gaffney-Downes situation?

GUNTHER. I mentioned the whole ball game and when I say that . . .

LENGE. Did you mention that you had talked to the Governor about it?

GUNTHER. That I had talked to the Governor? . . . Yes, I'm almost certain that . . .

LENGE. You told the Senator that you had talked to the Governor?

GUNTHER. Yes Sir . . .

LENGE. When do you pinpoint this conversation?

GUNTHER. Between 2:00 o'clock yesterday afternoon and 2:00 o'clock this morning I was scrounging. Whether I can go back and get some dates . . . I was in Washington . . .

LENGE. No . . . no . . . We're not interested in the minutiae of your recollections. Just relate to whether or not . . .

GUNTHER. You know you're as bad as Shure. . . .

LENGE. Well . . . just relate it to whether it was before or after May 23rd?

GUNTHER. Oh it would have to be after May 23rd.

LENGE. It was after May 23rd?

GUNTHER. Certainly.

LENGE. How soon after?

GUNTHER. Now you're asking me to . . .

LENGE. All right. If you can recollect. If you can't . . . you can't.

GUNTHER. I can't recollect the specific time . . . you know . . . because I was very disturbed over what . . .

LENGE. Where did you meet Senator Weicker?

GUNTHER. Oh in Washington. When I go down there we make the rounds and shake hands and talk to the boys but . . .

LENGE. Not the girls?

GUNTHER. No I had my wife with me . . . ha . . . ha . . . ha (Laughter from the audience)

LENGE. Okay . . . anyway . . . What did you tell the Senator and who brought it up?

GUNTHER. Well I think it was just a general . . . I would probably have gone out of my way if I really wanted to relate to you . . . that I probably went out of my way to take and bring it to their attention because I was sincerely concerned about what these people would do to the Republican Party. I think . . . you know . . . the 20-20 vision of hindsight in this . . . I think that we've seen it. But . . .

LENGE. All right. I think that we've covered these.

DICE. Are there other questions from members of the Committee?

If not, Senator Gunther . . .

GROPP. Mr. Chairman . . .

DICE. Rep. Groppo . . . I'm sorry . . .

GROPP. Senator . . . going back to your visit to Kozlowski's office with a Rep. Smyth was it?

GUNTHER. Yeh . . . This is the early part of 1971. It was in the evening after the place was closed up. We were let in by Kozlowski because he knew of my interest . . . if I can put that in quotes . . . on the leasing programs of the State . . . and I was witch hunting if you want to be technical. I wanted to go in there and get that file and find out if there were other areas that I could find that we might be able to expose this practice as being a bad one.

GROPP. Did you find any?

GUNTHER. Not a damn thing. I say the files in there are excellent. They even have some of my press releases and some of my letters in the files . . . It was interesting to read over some of my letters. No we did not find anything additional to what I had already been involved in with the other leases that go back a few years ago.

GROPP. You were looking for leases prior to 1970? You were going way back . . .

GUNTHER. I was looking for anything I could find to be honest with you. And as I say, the abusive part of the leasing practices . . . no question were the build-lease in my book. In other words, I don't think that that could ever be justified. I think the general leasing program you can justify if you have an emergency and you need the room and that type of thing . . . you can justify a temporary type thing. But this practice of build-leasing and giving letters of commitments and having them financed 100% to 140% of the cost of the building and that type of thing . . . I don't think that that can ever be justified in my mind.

GROPP. Were you aware that there was in existence . . . a Committee . . . of um . . .

GUNTHER. The Public Works . . .

GROPP. I mean the Public Works that scrutinized all of the leasing and that that Committee was dissolved . . .

GUNTHER. We abolished it. And I helped to . . . uh . . . because I think if you've gotten any of the stuff that I have given you . . . you have a letter there on July 12th . . . this is after the current thing that we've been talking about and I was trying to get some other information from the Commissioner and at this time I think all doors were closed to me as far as sticking my nose in anywhere and getting any reaction. And I wrote him a letter . . . and you'll note on the second question that I make at the bottom . . . "what was the date of the Citizens Advisory Council on Public Works, who was in attendance and what was the vote on this counsel?" If you check into that Counsel you'll find out that our boys carry it on after your boys. What they used to do is that Counsel would meet over the telephone 90% of the time. They'd poll them! And yet the law was being violated by virtue that *the law said that they should meet*. And a meeting over a telephone certainly couldn't be construed . . .

GROPP. Yeh . . . we understand . . .

GUNTHER. It was a useless Committee. And very frankly it was being abused. And I for one was for wiping it out. Let me say this . . . if this is going to give you any help on this thing . . . I now have submitted a bill to set up a leasing committee that would go along on this guideline. But really that would put some teeth into that Committee and have a complete inventory . . . having them . . . I ought to plug my bill here . . . maybe I could get some support if I have . . .

GROPP. If it's a good bill I'll support it Senator.

GUNTHER. Well it's in there . . . the proposal is in to take and come up with a Committee . . . a leasing specifically. This committee did not function. It never functioned the Democrats . . . maybe I should say it did function. It functioned

in sort of an absentee sort functioning . . . because they just didn't call them together.

GROPP. But . . . in your going through the files you didn't find any wrongdoing in any of the leases?

GUNTHER. I didn't. Let me say I spent one evening there . . . probably several hours and I tried to go by name as to areas that I might suspect . . . because of let's say political "inness" . . . that's a new word for you.

LENCE. Could you explain that word for us?

GROPP. Your getting even with the counsel . . . (laughter)

GUNTHER. In other words if any of the boys in the back room are up at top of the file . . . you know . . .

LENCE. Mr. Chairman.

DICE. Senator Lence.

LENCE. Senator Gunther . . . you told the Committee that none was present at the time that you conferred with Gov. Meskill. Who was present when you conferred with Comm. Kozlowski?

GUNTHER. Nobody. Oh . . . wait a minute. Under what circumstance? You mean when we went in to look at the files?

LENCE. That or anything previous . . .

GUNTHER. For that Rep. Wm. Smyth was with me.

LENCE. All right. And what about your prior conversation with him?

GUNTHER. No . . . most of the conversations that I had had with Kozlowski were over the phone. Now you're talking prior to the leasing act?

LENCE. Right prior . . . whatever those contacts were they were either on the phone . . .

GUNTHER. All right . . . and you're talking about up to this point . . . ?

LENCE. Right.

GUNTHER. Okay.

LENCE. All right. There are reports circulated that you claim to have been threatened for releasing . . . is that correct?

GUNTHER. Now we're into something else. Now . . .

LENCE. Well is it correct?

GUNTHER. Yes . . . I . . . Do you want me to relate that?

LENCE. Were you in fact threatened?

GUNTHER. Well . . . it was a threat . . .

DICE. Senator . . . just a minute . . . Does this apply to the Downes lease now? Does this relate to the Downes lease in any way or is this just general conversation?

GUNTHER. Well it relates to the investigation which includes the Downes . . . which was going to be conducted on Sept. 7th.

DICE. All right. So the Sept. 7th, 1972 investigation was and did include the Downes . . . So what you're about to relate has a bearing on the Downes Lease. Because we could be here all day about extraneous conversations and so if it has something to do with that . . . fine . . .

GUNTHER. I don't really mind. Anyway.

DICE. Well I'm sure that we're going to ask you to discuss a number of your pieces of information with the staff. And we may go into those further. But I think that at the present time though we interested in anything that has to do with the Downes lease, which is what we're holding the Public Hearing on.

GUNTHER. All right. Let me relate . . . and . . . and it pains me a bit in this because there are people involved which were rather naive and probably even . . . well I don't want to use those five or six lettered words. But anyways on or about . . . it was either August 25th or Sept. 1st . . . it was Friday . . . that's how I remember it . . . the then Town Chairman of my town had called me . . . the Republican Town Chairman . . . and told me that he wanted to talk to me . . . that something very important had come up . . . and that he seriously wanted to sit down and talk to me. And I had him come over after my office hours were over. And he sat down and he said "Frankly Doc, I've had a call from upstate" . . . not identifying anybody . . . at no time did he identify the caller and he says "that this person told him that if I didn't lay off the leases that they would take and expose me and I would be ruined politically and professionally." And at that particular time I says "yes". And he was a little bit . . . he said I'm a little bit disturbed with you . . . he said "What do you mean yes?" And I said "Well you want me to react!" And I think with the cameras and the press here I couldn't react in the same language that I normally

would use in that situation . . . but you can fill in all the explicit deleted that you want but it amounted to a go to hell and that as far as I was concerned I didn't know of anything that they would have on me. And that as far as I was concerned I would go a step further . . . that if they had something on me I would arrange a press conference up here in the Capitol for them so that they could get full State coverage on whatever this great expose of mine was going to be and I said "and when they get through tell them to hold onto their head because I was going to blow it off because I don't know what it is."

LENGE. Did you know whom you were talking about and who's they?

GUNTHER. I . . . No . . . I don't know who . . . they were never identified . . . the caller . . . it just so happens . . . and again I can only relate that maybe the impact of that shouldn't have been very great on me because my Town Chairman is a frequent golf buddy with both Brian Gaffney and Governor Meskill. So that . . . if you don't mind my saying . . . I waited a little bit on that type of thing because some of the arm twisting that I've seen around here . . . This wasn't surprising at all to me.

DICE. Senator . . . ?

GUNTHER. But none the less it was that type of thing . . . Yes?

DICE. Can you get down to how you relate this to the Downes lease?

GUNTHER. Oh well . . . then . . . well I'll try to be detailed to you . . . those details that I can remember . . . Ah . . . at that point the Chairman left and at 5:00 o'clock that night I had a telephone call asking me if I would take and sit down with he and Commissioner Kozlowski . . . that they wanted to discuss the leasing process program and that type of thing. At that time I told them "No, it's anti-climatic . . . that anything I had to say . . . that I had said it and that I could see no benefit in discussing it in front of him or . . . you know . . . in any way, shape, or manner." He asked me to think about it over the weekend and on that Monday . . . and I'm not that sure about dates . . . but I'm sure that on the Monday after two days I had a telephone call from Rep. Wm. Smyth and he asked me if I would take and sit down and I said "Any legislator that wants to sit down . . . if this is a courtesy to you . . . yes . . . but that I couldn't see any sense in it." I said "I think it's ridiculous but if you want it we'll do it." I believe that it was the Tuesday after that . . . and this is prior to the Leasing Investigation . . . that we did meet . . . the four of us . . . in the . . . in my office—317 . . . and we discussed . . . and incidentally I covered that from top to bottom as I've done today with you people . . . I covered . . . I started from the beginning and gave every detail because those two people had asked to take and have me with the Commissioner and I felt that I wanted to have them have the full story so that they'd know it . . . Not that I would ever anticipate that I would be sitting up here in front of you people in this type of investigation. But those people heard the whole story and frankly the only reason that I think that meeting was desirable was the fact that I think Ed. Kozlowski was very concerned over what I might do at the hearing that we were going to have on Sept. 7th. And I know that he was concerned and I told him that if he answered the questions honestly I wouldn't go heavy on him. And I believe that at that hearing I think we got honest reactions and I think that was the main impact of that particular meeting. But the preliminary of that was I think a stupid stunt.

LENGE. But so far as the threat is concerned delivered by the Chairman . . . there's no way for this Committee to conclude that it comes from anyone that we can tie it to . . . and obviously we can draw no conclusions with it other than the fact that your Chairman delivered some kind of a message to you?

GUNTHER. Except . . . Let me ask you . . . If you took the average politician and sat him down and he had a message like that . . .

LENGE. But I'm talking . . . but

GUNTHER. Do you think it would have any impact?

LENGE. But we're not going to conjecture Senator and we can't . . . I mean so far as . . . I'm speaking for myself . . . I can't speak for other members . . . I listened to you and I can't draw a conclusion that that emanated from any particular person or persons that we can identify.

GUNTHER. All right. That's . . . I concur.

LENGE. And it may have only emanated from the Town Chairman . . .

GUNTHER. It's possible . . .

LENGE. So that we don't want to get in the realm of speculation and conjecture. Alright . . . thank you very much.

DICE. Are there other questions by members of the Committee? If not . . . Senator do you have anything else which specifically relates to the Downes lease?

GUNTHER. Not specifically.

DICE. All right. Well then we will take a temporary recess of the Committee now. We want to thank you for coming here. And we have other business to conduct . . . but we appreciate your coming here and discussing.

GUNTHER. Let me say in closing . . . I'm still very serious . . . if there's any question as to the dates and places and that type of thing I would be very happy to submit to that polygraph . . .

DICE. Senator . . . And I hope that you'll keep your material available . . . and make it available to our staff and discuss with our staff any other information that you have concerning the leasing or the leasing policies of the State . . . Thank you very much.

Senator TUNNEY. Thank you very much, Senator Weicker. I really appreciate your being here.

Our next witness will be Dan Lufkin, former commissioner of the Connecticut Environmental Protection Agency.

TESTIMONY OF DAN LUFKIN, FORMER CONNECTICUT COMMISSIONER OF ENVIRONMENTAL PROTECTION AGENCY

Mr. LUFKIN. Thank you, Mr. Chairman.

I asked to come and testify today. I was not asked to come. I wanted to come down.

I want to testify, Mr. Chairman, on two of the three areas of interest suggested by the ABA, the qualifications of Governor Meskill, and his integrity as it relates to the cloud produced by the leasing investigation.

Donaldson, Lufkin, & Jeneritt is an investment management, corporate development firm with two subsidiaries, Alliance Capital Management, which is an investment management arm, managing public and private funds, and Louis Harrison Associates, which is an opinion research survey arm.

Except for my stint in public service, and 2 brief years after graduation from Harvard Business School, I have spent all my life in the investment process.

Tangential to the two areas I would like to testify on, I would like to comment on former Judge Bauman's testimony from a financial expert point of view. And that is that the judge, whom I assume is an intelligent man, has taken financial figures in terms of the leasing transactions and related total payments to be received 15 years in the future to a gross dollar amount of money laid out today. This is bizarre, misleading, and financial fakery. I cannot help but be influenced, while I am totally unfamiliar with the source and substance of his other testimony, I cannot help but be influenced as to the integrity of the entire testimony when I see such a misleading, and I must assume consciously misleading, use of figures to attempt to influence this committee.

Senator TUNNEY. Could you make that point a little more clear to those of us who are not familiar with it?

Mr. LUFKIN. Senator, when you take a stream of payments to be received 15 years into the future, and total them up, and then compare them with a gross dollar amount of money laid out today, and the stream of payments into the future aggregate \$900,000, and the money

is laid out to achieve that stream of payments is \$400,000, the inference is that gross profits are being made. He totally denies through that testimony the use of interest, the value of the money, the dollar received today and what it can earn. That is a financial mechanism described as present value. If you discount that stream of payments received into the future as to its present value—and I will do it in my head—you will find that it will represent something in the order, over a 15-year period, of 20 to 25 percent of the gross figure given. So that a fair comparison would have been \$400,000 laid out today related to a present value of the stream of payments to be received in the future of something on the order of \$175,000 to \$200,000. That is a guess, but it is not too far wrong.

My point is not to prove that the financial considerations are wrong, but to suggest that that type of testimony from a very intelligent man, with a distinguished career, has to be designed not with a totally objective view in mind. That is my point.

That is tangential, but it happens to be an area that I am an expert in. I am delighted to have been able to be here to testify to that specifically.

I am going to testify, as Senator Weicker suggests, to things that I know of first hand, that I have either done research on or experienced myself. I am not going to testify to innuendo, hearsay, or to selected press reports or other such things.

In 1969 I began to experience a deep and abiding concern for the environment and welfare of the State of Connecticut. In 1970 I served, along with your colleague, Senator Gaylord Nelson, and with Congressman Pete McCloskey, as one of the nine members of the steering committee that established Earth Day, 1970. I was one of the original founders of the Environmental Defense Fund, and have supported that judicious approach to the management of our environmental direction for these many years. Part and parcel of this interest is my interest in the welfare of the State of Connecticut.

I left the firm of Donaldson, Lufkin and Jeneritt in 1971 and took the appointment as Connecticut's first Commissioner of Environmental Protection—after first refusing the job twice—at the urging of Governor Meskill.

I want to state right now—and I want to give you two specific examples, and this relates to the charge of integrity of the man—that never during my close to 2 years of tenure in that job as the first Commissioner did I ever go to Governor Meskill that he did not fully and carefully review the facts, and even when he decided against the conclusions that I felt appropriate, decided those tough decisions with absolute integrity, and in many instances, two of which I shall give examples, not to his personal best political interest.

In October of 1971, which was the target date that the Connecticut Department of Environmental Protection was formed, an amalgam of 17 departments, commissions, agencies and so on, we were a mere 90 days away from the Federal requirement that an air implementation plan for the State be delivered. That is easy to say, but as you know, Senator, extremely hard to do. The air implementation plan when finally delivered by the State was well over 200 pages long, and it was extremely complex, with a technical data base as well as

a judgemental base of how you manage emissions which create or do not create environmental pollution of our air. The report as finally submitted was one of nine State reports accepted without change by the EPA, and to my knowledge the only report accepted from a major industrial State without change.

The substance of that report, the technical substance of that report had at each stage along the way careful review, both from the point of view of the technology and from the point of view of the impact on other State activities, by Governor Meskill. And associated with that careful review, as I know from personal experience, were pressures from the various interest groups in the State that this was wrong, that this would impact very seriously on their welfare. Of many specific interest groups, one comes to mind, Connecticut business and industry associations, from which came major financial and political support for the Governor. The Governor made those tough decisions always with the question asked of me, based on technical data, what is right, what will do the best for our citizens, all things considered over the long term. And he made those judgments directly counter to the wishes of strong constituent bodies that had supported him in the past and to whom a politician would have to look to for support in the future. That is point No. 1.

Point No. 2, there was an act passed in Connecticut in 1971, public 145, which was mandated to then form a Department of Environmental Protection to establish a solid waste plan for the State, 10,000 tons a day of solid waste. The Solid Waste Department of the State health department had gone nine-tenths of the way along toward the establishment of a plan which followed the technology of Julius Ceasar, and that is burn it and bury it.

Governor Meskill upon reviewing that plans, called me and said, there has got to be a better way, particularly in those days of scarcity, and particularly in these days of resource allocation, there has got to be a better way than burning and burying.

With that incentive, and with funds provided for and help provided by the Federal EPA, we began to explore a better way, and came up with—and I will shorten the story—a partnership with industry and State government and Federal Government to look for a statewide resource recovery and reuse plan for the State of Connecticut, which is again, like the air implement plan, very difficult to implement.

During the course of that implementation a wide range of constituents' oxes were gored, not once, but again and again. And the political opportunities such a new and innovated and untried approach provided to the opposition were legion. Never once, when those pressure groups and pressure points came into play, did the Governor waver in his judgment and in his commitment to do this a better way. As a result of that man's integrity and character, the State of Connecticut has led the way for 49 other States in terms of establishing an intelligent solid waste management system which recovers both energy and material for future use.

I became intrigued with the ABA's—my business is research, I am not a lawyer—I became intrigued with the ABA's position on the lack of qualifications of Governor Meskill as it relates to their interpretation of qualifications for the second circuit court. On the second circuit

court today there are eight judges. Six had former experience primarily as district judges, and one had former experience primarily as an academician, he was dean of the Fordham Law School, and one came from private practice. On that multijudge court there is no prior experience in terms of public service as an administrator, a public administrator, or as a legislator.

I became intrigued and looked at other circuits and their representation.

Judge Coffin of the first circuit was a member of Congress, the State Department, AID, and the Maine Democratic party.

Judge Staley of the third circuit was solicitor for the city of Pittsburgh; Pennsylvania Deputy Attorney General; Director, Workman's Compensation Bureau; Deputy Secretary, Pennsylvania Department of Labor and Industry.

Judge Bell of the fifth circuit was chief assistant for a period of time to Judge Vandiver of Georgia.

Judge Coleman from Chairman Eastland's own Mississippi, was Mississippi's attorney general, Governor of Mississippi, and then a member of the Mississippi State Legislature.

Judge Celebrezze from the sixth circuit was a member of the Ohio State Legislature, Mayor of Cleveland, and Secretary of HEW.

Judge Ross of the eighth circuit was U.S. Attorney for Nebraska, General Council Republican Party, Nebraska, and held various positions in the National Republican Party.

Judge Hanley of the ninth circuit was in the State water department, bureau of reclamation and legal adviser to Governor Langlie.

Judge MacKinnon of the District of Columbia circuit served in the Minnesota House of Representatives, as a Member of Congress, as U.S. attorney from Minnesota, and special assistant to the U.S. Attorney General.

Judge Danaher of the District of Columbia circuit was assistant U.S. attorney, secretary of state in Connecticut, and U.S. Senator from Connecticut.

This leavening, it seems to me, has predated all the circuits, one of which is the second circuit and there is no representative of this "multijudge court," including retired Judge Smith and Judge Oakes, who has not had a part in the consideration of great questions of public policy, the interpretation of legislation and regulation, or legislative intent.

And finally, Senator, just for the record, so that it will not be forgotten, let's quote Judge Felix Frankfurter once more:

Not anointed priests, but men with proved grasp of affairs, who have developed resilience and spaciousness of mind through seasoned and diversified experience in a work-a-day world, usually in public, are the judges who have wrought abidingly on the Supreme Court.

Many thanks.

Senator TUNNEY. Thank you very much, Mr. Lufkin. I appreciate the fact that your testimony related to the matters of which you have personal knowledge. And I appreciate the material that you gave on the other circuits. The committee is certainly going to be interested, when they have an opportunity to read your comments, in the integrity that you personally observed in connection with Governor Meskill.

Do you have any personal knowledge of the leasing problem at all?

Mr. LUFKIN. Senator, I do not have any knowledge of the leasing program of the State of Connecticut.

Senator TUNNEY. Your testimony, then, is directed to the subject of integrity from your own personal observations?

Mr. LUFKIN. Absolutely.

Senator TUNNEY. And is to judicial temperament from your own observations, having been on the Governor's staff and seen the way he evaluated problems that came before him?

Mr. LUFKIN. Senator, that is correct.

Senator TUNNEY. And you felt that he handled those problems in a judicial fashion, as you would like to see a judge handle similar problems?

Mr. LUFKIN. Senator, I can state that without qualifications.

Senator TUNNEY. Thank you very much, Mr. Lufkin, for your testimony.

Senator Burdick cannot return this afternoon, and he has asked me to recess this hearing until 10:30 tomorrow, when the following six witnesses will be called: Lee Novick, chairwoman, Connecticut Women's Political Caucus; Edward Coll, director of the revitalization corps; John Labelle, State's attorney, Connecticut; Carmine Laveri, attorney; Representative Gerald F. Stevens, minority leader, State house of representatives; and Leon RisCassi, of Connecticut, who is an attorney.

The listing I have made of the witnesses is not necessarily the order in which they will be called. I want to apologize to the witnesses who are here and have not been called today; it was impossible for them to be called because of the time that was necessarily taken in hearing the witnesses we have heard, but I want you all to know that you will be called tomorrow and I hope that you will be able to be in attendance.

Senator WEICKER. There is a group here with Mr. Coll. If I might interject as representing these people as their Senator, I know that they have had a long trip and they do have to get back. They really can't afford to come down here and I wonder if you could hear Mr. Coll before you adjourn.

Senator TUNNEY. We will hear Mr. Coll.

TESTIMONY OF EDWARD T. COLL, NATIONAL DIRECTOR, THE REVITALIZATION CORPS, HARTFORD, CONN.

Mr. COLL. Thank you, Senator Tunney, and thank you Senator Weicker.

Sitting through all this, one thinks sometimes of Harry Truman who was strong for plain talking and being direct.

Any member of this committee would expect the person who is speaking to be honest. Senator Weicker has referred to hard evidence. I believe I have evidence to show that former Governor Meskill lied to this committee on September 17. I think he lied in regard to the question of the arrest in New Britain on January 25, 1963.

By way of introduction of evidence, I have the sworn statement of the individual who was involved, which I shall read and give to the committee.

I also have a newspaper clipping including a photo of men being arrested in New Britain on January 25, 1963. The caption underneath the photo says that New Britain Chief Arthur Hayward attempts to calm irate Democratic aldermen. They stand in front of the elevator prepared to go to the police station. Shortly before Sergeant Joseph Novak arrested all seven and told them to put on their hats and coats on orders from the mayor.

Here is the sworn statement of Patrick Nolan. I wish Senator Hruska were here or Senator Scott. Mr. Nolan in a way is a senior statesman in the town of New Britain. Mayor Meskill was the mayor of New Britain—contrary to the testimony today of the Governor of Rhode Island who knew so much about the background of Governor Meskill that he referred to him as having been the Mayor of Bridgeport and the Corporation Council of Bridgeport.

Here is the statement by Mr. Nolan. I will just read it as best I can:

I Patrick C. Nolan, of the City of New Britain, County of Hartford and State of Connecticut, being duly sworn, depose and say:

1. That I was an Alderman of the City of New Britain during a period of 20 years, in addition to six years on the Board of Selectmen, including the month of January, 1963.

2. I arrived at a meeting of the Board of Alderman at the City Hall on the evening of January 25, 1963, at which meeting the budget for the City of New Britain was to be established and voted upon, which amounted to several million dollars.

3. The meeting was to be called to order at 7:30 p.m., and a significant period of time prior to 7:30, and before several of the other members of the Board of Aldermen had arrived, including the Clerk of the Common Council, Alderman John Moskus walked from the Chamber table toward the hall door, and I got up and walked toward the door with him. As we arrived near the hall door, the Mayor, Thomas J. Meskill, called out "Sergeant, place these men under arrest. Don't let them leave the chambers." So the Sergeant came over and put his hand on my shoulder and said, "This is a very unpleasant task for me to do, knowing you as I do." I said, "It's all right officer, you are doing your duty." And the policeman who told us we were under arrest asked us to step to one side of the hall door, and he kept the two of us there while the other Aldermen arrived. The other Aldermen, as they arrived, were also placed under arrest. The accusation by the Mayor was that we were accused of breaking the quorum. Some time later, while we were all being detained by the policeman, Alderman Jack Fusari, who was of the same party of Mayor Meskill, and who was not placed under arrest, came to the policeman and said that the arrest was "lifted." I stated that the Mayor had caused us to be placed under arrest, and it would take the Mayor to lift the arrest. Mr. Fusari went back, and a short while later Chief of Police Arthur Hayward showed up at the building, having come from Police Headquarters. Hayward spoke to all of us and said "let's cool it. Just stick around a second". Then he went into the Chambers and spoke with Mayor Meskill. We were told by Chief Hayward that we could go in to the Chambers, the arrest was lifted.

The arrest, of course, was really illegal because it was groundless and prior to 7:30, and, as I have mentioned, the arrest was ordered prior to the arrival of some of the Aldermen, including the Clerk. In addition, the requirement of our ordinance was that that night the budget had to be voted upon on the meeting could be recessed for continued hearings during the next several weeks, if necessary, but not adjourned. As a matter of fact, there was no question at that time which appeared to require even a recess because we were all agreed that the several million dollar budget which was necessary for the payment of teachers salaries, the fire department, police department and all other city employees, was basically agreed upon, and would be passed without any serious disagreement.

After the meeting was called to order, one of the Aldermen said "I move that we recess until tomorrow night because no one here has control of his feelings

after what has just happened." The motion passed, and the next night we met and passed the budget.

I do not believe that the sort of man that Mr. Meskill is should be made a Federal judge.

I am 84 years of age and I owe my good health to the fact that I have never drank or smoked. And this is the first and only time that I was ever arrested in my life, or had anything of this sort happen to me.

I would have been glad to attend the Senate hearing tomorrow, except that I was rather foolishly painting the outside of my house about six weeks ago and injured my back. However, I hope that the Senate Committee will review and make a part of their records this statement which I have made under oath.

Patrick C. Nolan.

Subscribed and sworn to before me this 22nd day of January, 1975.

James Sherman, Notary Public.

Senator TUNNEY. That affidavit will be incorporated in the record. [The document was filed with the committee.]

Mr. COLL. We have heard a great deal about the American Bar Association and we have heard a great deal about the leasing committee. One thing we have not heard a great deal about is the opinion of the people of the State of Connecticut.

A poll was taken which was published in the Hartford Times. I believe it was the Connecticut poll of October 23, 1974, which pointed out that people in the State of Connecticut were 5 to 3 opposed to a judgeship for Governor Meskill. That makes a point when you consider that these same people voted for him. I voted for him 4 years ago. We have seen the Governor run out on the people. He did it on January 20, 1963, at the State capitol. We have seen and read about the Governor going up to the State of Vermont in the middle of the energy crisis and go skiing while 100,000 people in the State of Connecticut were without electricity.

Now you can get into the whole question of legal qualification. There can be snobbery in the American Bar Association. I don't see too many members on the streets working with the people where they should be. But I think we have to consider their view of the profession. They can be wrong, but what would be the other criteria? I think it would be if the man who was a judge had a feel for people, had some kind of feel like Franklin Roosevelt and Robert Kennedy and others had. I do not see that in Governor Meskill.

He didn't think Watergate was an important issue in the year 1974. Senator Weicker spoke up in regard to Watergate.

We don't see Senator Ribicoff here. Where is he? He is in Florida today.

Why have there not been investigations in the State of Connecticut of leasing in past years? There have not been. It is not just the question of Tom Meskill, it has been the interlock in Connecticut politically where no one has really probed that State, ranging from the insurance industry right through the business interests.

Mr. Lufkin talks in terms of the solid waste question. There are a lot of people with me who can identify the administration of Governor Meskill with the question of solid wastes. People under that flat grant system in Connecticut are calling our offices continually for food and clothing, and they are not getting help at all from the State.

One of the reasons we are down here today is to point out the crisis in food stamps nationally in America. You have probably 25 million

Americans who don't realize that they are eligible for food stamps because it is not being promoted.

Right down the street from our office, which is in a poverty area, unemployed men come in and sign up for checks on the first floor of the building, and on the second floor is a food stamp program, and they are not even told about it. People think you have to be on welfare to get food stamps in America. You don't have to be. You can if you have a home and \$1,500 and many other things. It is not being promoted.

Getting back to Mr. Meskill. We have some things in common. We are both Irish and mainly stubborn. But certainly you have got to have a feel for people. Think of having a Nixon style character one step below the Supreme Court. What are his qualifications? Whom are they bringing in to lobby? They have the former dean of the University of Connecticut Law School. Have they gone out and spoken to the people of Connecticut?

Probably the most revealing thing is what Senator Ribicoff thinks about the whole question. We had a meeting with Senator Ribicoff, myself and two other people, after the last hearing. I don't think Senator Ribicoff is really that interested in having a hearing. Senator Ribicoff for various reasons is remaining neutral—you remember that the highest places in hell are reserved for those who remain neutral in time of crisis—I said, how do I answer people who say to me that the whole question of the Federal judgeship is one of an agreement between you and Senator Weicker, under which John Newman was appointed a Federal district judge, that you would not bother Senator Weicker's choice whatever it might be. And Senator Ribicoff said to me, well, Newman is qualified. I said, yes, I believe he is qualified, that is the point, Senator.

You have a fraternity. You have the Democratic city councilman, and the Democratic legislator from the city of Hartford, Bill Cotter, in a district that is two to one against Meskill being a judge, coming up here telling you that he thinks Meskill should be a judge because he went to college with him. We are talking about appointment to a fraternity.

I do resent some of the attacks by Senator Weicker on the American Bar Association. First it was Connelly, and today it is Walsh he doesn't like. It was Connelly when I met with him several months ago. I think that it is good that they are looking into it. You don't have someone in charge of hospitals that the professionals don't think has some ability. The point is the same in regard to courts.

The people in Connecticut that are not here today are the ones who can't afford to come down here. But a large amount of public opinion in the State of Connecticut is against this judgeship. And I think the man on the street often has pretty good instincts. I think that the people of Connecticut by and large have as much faith in the integrity of Thomas Meskill as Harry Truman had faith in the integrity of Richard M. Nixon.

I would like to submit this picture and the statement of Mr. Nolan. This is proof that he is lying.

I thank you for your time. It is a serious issue as far as a lot of the people here are concerned. They have been hurt. It is not just a matter

of philosophy, it is a matter of open government. That is why there was such great disappointment. Specifically, Senator Weicker, we are really not concerned with his being elected as the president of the fraternity, but we are concerned about having an excellent judge. Making him a judge on the second circuit court would be like putting Richard Nixon in charge of the world bank.

Thank you.

Senator TUNNEY. Thank you, Mr. Coll.

The chairman of the subcommittee has asked me to incorporate in the record a letter from George F. Sherwood, attorney at law, Glastonbury, Conn., and a letter from Nathan Levy, professor of law at the University of Connecticut.

[The letters referred to follow:]

SHERWOOD AND PLESSINGER,
ATTORNEYS AT LAW,
Glastonbury, Conn., January 17, 1975.

HON. JAMES EASTLAND,
Chairman, Judiciary Committee of the U.S. Senate,
Senate Office Building, Washington, D.C.

DEAR SENATOR EASTLAND: It is my understanding that your committee will consider the nomination of Governor Thomas J. Meskill for appointment to the United States Second Circuit Court of Appeals at a session to be held on January 23, 1975.

As a Connecticut attorney, and as President of the University of Connecticut Law School Alumni Association, it seems appropriate to express my views on his pending nomination.

Governor Meskill has guided the affairs of this State during an extraordinarily difficult period. His judgment, restraint and backbone in the administration of many socially sensitive issues has, in my opinion, elevated the quality of his service to greatness. In all instances, his decisions, however difficult, were reached after careful and thoughtful analysis of all options and viewpoints. Although some of his positions he adopted as the State's Chief Executive were unpopular, he was uniformly admired for his ability to reach and stand by what he believed to be in the best interest of the public.

Because of my involvement with the University of Connecticut School of Law, I have had a number of opportunities to discuss his academic achievements with his former professors. They have uniformly stated that he was an outstanding student whose professional training culminated in his election as an Editor of the Law Review. This view is also strongly enunciated by Professor Bert Hopkins who served as Dean during Governor Meskill's tenure as a student. It is the considered opinion of these men that he would make a valuable and lasting contribution to the Federal bench.

Although the thoughts set forth above do not constitute a formal endorsement of the proposed appointment by the University of Connecticut Law School Alumni Association, they do reflect the substance of many conversations with alumni which I have had since Governor Meskill's name was first proposed. It is also noteworthy that he has been the recipient of the Alumni Association's Distinguished Alumnus Award, an honor which is bestowed for outstanding achievement and service by a Law School graduate.

As an individual who, although not even a member of the same political party, is concerned with quality and competence of the judicial process, I urge you to confirm Governor Meskill so that he will be afforded the opportunity to bring his unique qualifications and empathy to this high office.

Very truly yours,

SHERWOOD AND PLESSINGER,
GEORGE F. SHERWOOD

JANUARY 21, 1975.

HON. JAMES O. EASTLAND,
Committee on the Judiciary,
U.S. Senate, Washington, D.C.

DEAR SIR: I am a Professor of Law in The University of Connecticut School of Law, and I write to set the record straight concerning my position on the nomination of The Hon. Thomas J. Meskill to the United States Court of Appeals for the Second Circuit. Please incorporate my remarks in the transcript of your proceedings.

Some months ago Professor Howard R. Sacks of my school released to the press a statement in opposition to Governor Meskill's nomination. This statement was co-signed by several members of the faculty. About the same time, an article in the Hartford Courant stated that Mr. Sacks said that about 50 of 75 faculty were consulted, "but we did not find one person who favors the nomination." I was one of those with whom Mr. Sacks talked privately. While I did not say that I favored the nomination I never expected that what I did say would be used in a context which is suggestive of opposition. The time has come for me to speak for myself.

Mr. Sacks stopped me in the hall, asked me into his office, and rather casually inquired as to how I felt about the nomination. I told him that I had serious reservations about it because of what I understood was Governor Meskill's comparatively short experience in the practice of law. He then showed me a draft of his press release and asked if I cared to sign it. I refused on the basis that I had insufficient actual knowledge upon which to base a firm opinion either for or against the nomination. I might add that even had I been opposed to it, I wouldn't have joined in such a petulant and intemperate diatribe. Since the occasion of my talk with Mr. Sacks I have heard such praise of the qualities of Governor Meskill from persons in the legal profession for whose judgment I have respect, that I am thankful that I did not elevate my reservations into opposition. I am also thankful that the decision on this nomination will be made by persons who have more actual information about the nominee than I believe many of his opponents in the School of Law have.

There are certain background facts that may or may not be operative in the fierceness of the opposition to Governor Meskill that emanates from the School of Law. I present them, not by way of accusation of improper motives to members of the law school community, but as factors that are at least relevant to the issue of objectivity.

Governor Meskill has had several "run-ins" with the School of Law, not the least of which was his opposition to certain activities of our Legal Clinic. Several years ago, when Mr. Sacks was Dean of our school, Governor Meskill publicly objected to the clinic's representation of one of its own staff in a criminal case deliberately precipitated by this staff member in order to test the constitutionality of Connecticut's "Red Flag" law. In my opinion Governor Meskill was right in opposing the clinic in this instance, but for the wrong reason. I believe that it was quite proper for a state supported agency to oppose another state agency, but that this particular case constituted an improper politicizing of the school of law. Governor Meskill's action evoked a storm of indignation and invective within the law school community. Antiestablishment sentiment was running high in those days, and our school was not exempt from the struggle between those desiring a politically active institution and those desiring a politically neutral one. Governor Meskill's position certainly strengthened the hand of those of us who were advocating political neutrality.

One of the most drastic actions taken by Governor Meskill was an economy move in which he administratively precluded the granting of the annual merit raises to faculty of The University of Connecticut. You can imagine how popular this made him with us. Some have interpreted it as a "spanking" of the University, but I believe it was misplaced economizing on his part.

The University tends to lean leftward. Governor Meskill does not. It was inevitable that the two would clash. I respectfully suggest that those who have

worked directly with Governor Meskill in government and in the practice of law are better qualified to judge his nomination than are members of a law school who possess no special qualifications beyond those of any persons trained in the law, and who in this instance may lack sufficient objectivity.

Very truly yours,

NATHAN LEVY, Jr.,
Professor of Law.

JANUARY 21, 1975.

HON. JAMES O. EASTLAND,
Committee on the Judiciary,
U.S. Senate, Washington, D.C.

DEAR SENATOR: I did not wish to burden my long letter about Governor Thomas J. Meskill's nomination to the Court of Appeals with autobiographical information, but afterwards I thought that my own credentials are relevant to the issue, so here they are in brief.

I am 51 years old, a native of Vicksburg, Mississippi, where I practiced law for 6 years, from 1949 to 1955. I hold a B.S. in Aeronautical Engineering from Mississippi State College (now University), an LLB from The University of Mississippi School of Law, and a JSD from Yale Law School. I am a veteran of World War II and of 23 years duty in the USAR. I am in my 19th year of full-time service on the faculty of The University of Connecticut School of Law, being now the senior member of the faculty in point of full-time service.

Very truly yours,

NATHAN LEVY, Jr., *Professor of Law.*

Senator TUNNEY. There should also be made a part of the record, if it has not already been submitted, the final report of the special subcommittee of the Connecticut General Assembly on the matter of its investigation of leasing practices. It is my understanding that this is the final report but that the appendix to the final report is yet to be completed. The appendix will be made a part of the record when it is received.

[The document referred to, the final report without the appendix, appears at page 2.]

Senator TUNNEY. As the Chair indicated earlier, the hearing will now recess until 10:30 tomorrow morning, when the witnesses named will be called.

[Whereupon, at 4:05 p.m., the subcommittee recessed to reconvene at 10:30 a.m. the following morning.]

NOMINATION OF THOMAS J. MESKILL TO BE UNITED STATES CIRCUIT JUDGE

FRIDAY, JANUARY 24, 1975

U.S. SENATE,
SUBCOMMITTEE OF THE
COMMITTEE ON THE JUDICIARY,
Washington, D.C.

The subcommittee met, pursuant to notice, at 10:30 a.m., in room 2228, Dirksen Senate Office Building, Senator Quentin N. Burdick presiding.

Present: Senators Burdick, Tunney, Hruska, and Scott of Pennsylvania.

Also present: Francis C. Rosenberger of the committee staff.

Senator BURDICK. The subcommittee will come to order.

Without objection, a letter dated January 23, from Christopher J. Dodd, a Member of Congress from Connecticut, and a letter dated January 23, from Toby Moffet, a Member of Congress from Connecticut, and a letter dated January 21, from G. L. Gunther, Connecticut State senator, will be made a part of the record at this time.

[The letters referred to follow:]

CONGRESS OF THE UNITED STATES,
HOUSE OF REPRESENTATIVES,
Washington, D.C., January 23, 1975.

JAMES O. EASTLAND,
*Chairman, Senate Judiciary Committee,
Dirksen Senate Office Building, Washington, D.C.*

DEAR MR. CHAIRMAN: I have been asked to say a few words to your Committee by Thomas Meskill on behalf of his nomination as judge on the U.S. 2nd Circuit Court of Appeals.

I am not a close personal acquaintance of Governor Meskill and I am not sufficiently aware of his legal background to comment on his qualifications for a judgeship.

From the few times that I have met Governor Meskill, and in discussing him with people I respect, I understand Tom Meskill, married and the father of five children, to be a good family man; a decent man who has served his state for the past fourteen years as Governor, U.S. Representative, Mayor, and Corporation Counsel.

I urge your Committee to give Governor Meskill's nomination full consideration.

Sincerely,

CHRISTOPHER J. DODD,
Member of Congress.

CONGRESS OF THE UNITED STATES,
HOUSE OF REPRESENTATIVES,
Washington, D.C., January 23, 1975.

Hon. JAMES O. EASTLAND,
Dirksen Senate Office Building,
Washington, D.C.

DEAR SENATOR EASTLAND: As you may recall, I wrote you in December to express my opposition to the nomination of former Governor Meskill to the U.S. Circuit Court of Appeals, Second Circuit.

Today I am writing, as a new member of Congress, to reaffirm that opposition. My position stems neither from partisanship nor from a feeling that the Governor's lack of trial experience should disqualify him.

What *does* concern me greatly is that during his term as Governor, Mr. Meskill took no action to halt State procurement practices that were at least ethically and perhaps legally questionable. More specifically, in June, 1972, he hid behind our State's Freedom of Information Act in withholding information requested by me regarding a controversial state lease awarded to the uncle of his Party's State Chairman.

I urge the Committee to reject this nomination.

Sincerely,

TOBY MOFFETT,
Member of Congress.

STATE OF CONNECTICUT,
SENATE, STATE CAPITOL,
Hartford, Conn., January 21, 1975.

Senator JAMES O. EASTLAND,
U.S. Senate Judiciary Committee,
Washington, D.C.

DEAR SENATOR EASTLAND: Inasmuch as the name of Thomas Meskill has been reintroduced for consideration as the 2nd U.S. Circuit Court of Appeals Judgeship, I would like to take this opportunity to reaffirm my position that this nomination should be rejected.

It is unfortunate that your Committee does not have the hearings in the State of Connecticut as it is almost impossible, financially and time-wise, for many of the people who oppose this nomination to appear in Washington.

I have noticed that your Senate Committee composition is primarily the same as it was when the previous hearing was conducted. Because of this I would ask that my previous objections be considered. Since my last correspondence there has been a leasing investigation committee that conducted public hearings, and have made some final conclusions. I believe that either your Committee, or members of it, have made some inquiry as to what the involvement of the then Governor Thomas Meskill was in these leasing procedures. The committee did come out with a statement that they could find no criminal involvement, but beyond that there was no conclusion.

For the record, I have never implied or stated that there was any "criminal" involvement of any of the parties in the leasing policies of the State of Connecticut. What has been fully documented, is that the State of Connecticut and its taxpayers have been abused by the practices that have gone on in awarding leases to close friends of the administration. When the executive branch of government is aware of abusive practices, allows them to continue, it is nonfeasance—not a criminal offense.

I believe that the lack of "criminal" charges have been advanced as a "red herring" to attempt the Meskill supporters to de-emphasize the seriousness of nonfeasance. I would point out to you that although the "parties" concerned with the leasing "fiasco" in Connecticut all deny that I attempted to appeal to them to stop this practice before they got started. The fact of the matter is that the period I was appealing to State Chairman Gaffney, Governor Meskill, the Commissioner of the Public Works Department, covered only a period of one month (late April to June 1st, 1972). On June 1st, 1972, I sent a letter to Governor Meskill, and released to the press copies, asking him to stop the Downes and other similar leases because they were abusive. (See enclosed copy of letter and two of many press releases).

The issue that is being clouded by the supporters of Meskill is the fact that on June 1st he couldn't deny that he knew of the questionable leases. Action could have been taken then, or several months later, to put a hold on the Downes leases, and could have been rejected. This action wasn't taken.

In September 1972 the State and Urban Development sub-committee of the Legislature conducted a hearing on leasing practices, based on the Downes lease. The testimony presented at that hearing, September 1972, brought out the involvement of "political favoritism" in receiving advance information that led up to the Downes lease. This information was widely publicized and certainly the Governor would have had to be in a vacuum not to have read the reporting. This is only three months after my June 1st letter and a period of three months when Governor Thomas Meskill had said he was going to look into the matter.

As a result of the State and Urban Development Committee investigation a law was introduced, passed and signed by Thomas Meskill requiring advertising for further lease needs to allow anyone interested to compete for the leasing.

The fact is that not only was the Downes lease allowed to continue but another close associate and friend, Angelo Tomasso, received a controversial lease shortly thereafter. Furthermore, in 1973, over a year later, another controversial lease was given to the same Angelo Tomasso, just five days prior to a law that was passed by the General Assembly and signed into Law by Thomas Meskill which required advertising for potential lease needs of the state.

I am enclosing a representative sampling of some of the newspaper reporting of the recent Lease Probe. One of the pre-requisites of a Judge, I think, should be credibility. In those news releases you will see denials by Thomas Meskill that he had ever met with me, relative to the leasing. He later released a statement that he had met with me in April 1972 but we did not discuss the leases. After my testimony before the Leasing Investigation Committee stating that I had had a meeting on May 23, 1972, with Thomas Meskill and discussed the leasing, he then remembered the date but said he couldn't understand what I was talking about. This is rather unusual as most people who know me, know that I am very candid and to the point.

The leasing situation is only one point that I feel should weigh heavily on your Committee's ratification of this nomination. It is unfortunate that you are not in Connecticut to poll the general public on their feelings toward this nomination. Most of the people are appalled that Thomas Meskill could ever be considered for this high office. At this time in history I think that our actions should be strengthening confidence in our courts. The ratification of this appointment would seriously undermine the confidence of the people of Connecticut in the Federal Court System, and I feel it should be rejected.

Sincerely,

DR. G. L. GUNTHER.

Enclosures.

STATE OF CONNECTICUT,
SENATE, STATE CAPITOL,
Hartford, Conn., June 1, 1972.

Governor THOMAS MESKILL,
State Capitol,
Hartford, Conn.

DEAR GOVERNOR MESKILL: For several years now I have been very critical of some of the policies of the State of Connecticut in "leasing" and have been very vocal about the need for a change. I have felt that the taxpayers of the State have been taking a beating, financially, on some of these leases. The procedure is not illegal, is not established by the legislature, but has been a policy of the Public Works Dept., with little or no opposition.

Just because the Democratic administration has established this policy, is no reason why the Republican administration should continue it. When I ran for office I pledged to try to eliminate the area of leasing that I am talking about; the giving of letters of intent, on a non-bid basis, for construction and leasing of state buildings. One of the examples I used several years ago was the item which appeared as a news story just last week, pointing out just one example of where 100% plus, financing was obtained with a certificate of intent for a state highway garage. The lessor then was given a 15 year lease which amortized

the entire cost of the building within the first 8 to 10 years, giving 5 years of rent as a net profit and the building owned by the lessor. If the State then wished to purchase the building they could pay the lessor the original cost. An excellent business deal for the lessor, but darn poor business for the taxpayers of the State. Especially, when the equity of the state enabled the individual to finance and build the structure with little or no investment on his part.

A day or two after that news story, a small item appeared in the newspaper indicating that you were going to look into this matter of leasing, I would like to call to your attention some information, relative to leasing pending in the state, that I feel fits into this same policy and should be stopped. I understand that a Frank Downes is presently negotiating with the Public Works Dept. of the State of Connecticut to build, and lease, a State Highway Garage on Route 85 in Waterford. The State requirements are for a 12,000 sq. ft. garage with a 1000 sq. ft. salt storage bin, to be built on an 8 acre parcel of land. The ultimate lease will pay this lessor \$64,500.00 per year, for 15 years, at which time the State will have the option to buy the building for \$408,000, or continue to lease at \$42,000 per year.

If my mathematics is correct the State of Conn. could end up paying \$967,500.00 for this lease over the next 15 years and at that time elect to purchase the building for \$408,000 or continue to lease at \$42,000 per year. This is a potential outlay of \$1,375,500.00 of taxpayers money. I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

It is my understanding that this lease is in the final stages of approval and I ask you to take what steps are necessary to stop this contract. In addition, I feel a complete review of any other pending leases, of this nature, be reviewed and a new sensible policy, including opening these leases up to public bid, should be initiated by the Public Works Dept. on any state building need. If my memory serves me well, we are presently paying out seven million dollars per year on leases in the state. Not all of them are this type of "boondoggle" that we have inherited. On the other hand I don't think we should add to this unsound, abusive practice.

I had hoped that with a change in administration that we would see the end of this type of leasing in Conn. but I cannot sit idly by and allow a practice that I feel is wrong continue. Inasmuch as the Public Works Dept. is a branch of the executive, and is answerable to you, I would ask that you take immediate action to stop any leases of this nature.

Very truly yours,

DR. G. L. GUNTHER.

[From the Bridgeport, Conn., Post, June 1, 1972]

GUNTHER CALLS ON MESKILL TO BAR NEW NO-BID LEASE

(By Alan E. Schoenhaus)

HARTFORD.—A Republican lawmaker has called upon Gov. Thomas J. Meskill to take immediate action to halt a no-bid lease arrangement for a new state highway garage which he claims the state Public Works department is about to enter into with "a Frank Downes."

UNCLE OF GOP CHAIRMAN

Mr. Downes, a New Britain builder, is an uncle of Republican State Chairman J. Brian Gaffney. Mr. Gaffney said this morning that he is aware of the lease negotiation, but has no part in it. He also said he has no financial interest in the Downes firm.

The negotiating of "no-bid" leases by the state is a long-time practice which is considered completely legal and within the power of state administration.

In a letter to the governor, Deputy Senate Minority Leader George L. Gunther, R-Stratford, said Mr. Downes is presently negotiating with the state Public Works department to build and lease a state highway garage on Route 85 in Waterford.

"It is my understanding that this lease is in the final stages of approval and I ask you to take what steps are necessary to stop this contract," Senator Gunther wrote the governor. "In addition, I feel a complete review of any other

pending leases of this nature be made and a new, sensible policy, including opening these leases up to public bid, should be initiated by the Public Works department on any state building need," he added.

CITES EARLIER CASE

The Stratford legislator, who has long opposed the no-bid leasing practice, noted that some of his criticism was reiterated last week in news accounts of a no-bid highway garage lease that went to a firm in which a veteran Democratic lawmaker is a principal.

"I have felt that the taxpayers of the state have been taking a beating, financially, on some of these leases," he wrote Governor Meskill. "The procedure is not illegal, is not established by the legislature, but has been a policy of the Public Works department with little or no opposition."

"One of the examples I used several years ago was the item which appeared as a news story just last week, pointing out just one example where 100 per cent plus financing was obtained with a certificate of intent for a state highway garage," he wrote.

The articles mentioned by Senator Gunther are an apparent reference to published reports last week indicating that veteran Democratic State Rep. Rubin Cohen of Colchester, has an interest in two real estate corporations which have been given "no-bid" state contracts totaling more than \$1.2 million for the leasing of highway garages in Colchester, Marlborough and Canterbury.

Those articles emphasized that the no-bid leasing procedure is quite legal and is a common practice employed by the Public Works department. Rep. Cohen, a licensed real estate broker, also denied any conflict of interest between his position in the legislature, where he is House chairman of the powerful Appropriations committee, and his role in the realty transactions.

Senator Gunther said he read newspaper articles last week indicating that Governor Meskill was planning to look into the matter of leasing. "I would like to call to your attention some information, relative to leasing pending in the state, that I feel fits into this same policy and should be stopped," he wrote the governor in his letter seeking a halt to negotiations between the Public Works department and Mr. Downes which he said are nearing completion on the Waterford lease.

WANTS GOP ACTION

"Just because the Democratic administration has established this policy," wrote the GOP governor, "is no reason why the Republican administration should continue it."

Senator Gunther said he has information that the state requirements for the Waterford facility are for a 12,000 square foot garage with a 1,000 square foot salt storage bin to be constructed on an eight-acre site. "The ultimate lease will pay this lessor \$64,500 per year for 15 years at which time the state will have the option to buy the building for \$408,000 or continue to lease at \$42,000 per year," he wrote the governor.

Under this arrangement, he added, the state "could end up paying \$967,500 for this lease over the next 15 years, at that time, elect to purchase the building for \$408,000 or lease at \$42,000 per year. This is a potential outlay of \$1,375,500 of taxpayers money," he continued.

"I feel," Senator Gunther wrote the governor, "this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it."

The Stratford lawmaker said the state presently leases facilities to the tune of \$7 million annually. "Not all of them, are this type of boondoggle that we have inherited," he wrote in his letter to the governor. "On the other hand, I don't think we should add to this unsound, abusive practice."

[From the Milford, Conn., Citizen, June 1, 1972]

STATE PUBLIC WORKS DEPARTMENT DEALING WITH GAFFNEY'S KIN

HARTFORD, Conn. (UPI)—Deputy Senate Minority Leader George L. Gunther, R-Stratford, says the Meskill administration is negotiating a no-bid lease with an uncle of Republican State Chairman J. Brian Gaffney.

In a letter to Gov. Thomas J. Meskill released Thursday, Gunther said the State Public Works Department is now negotiating with Frank Downs, an uncle of Gaffney, for a highway garage on Rte. 85 in Waterford.

Gaffney, a state representative from New Britain, said later his uncle had asked him about competing for the contract. He said he told Downs, "I can't prevent anyone in my family from going about their business because of my position."

Gov. Meskill's office said Thursday afternoon that he had not read Gunther's letter and therefore, couldn't comment on it.

Public Works Commissioner Edward Kozlowski said he does not intend to reject the garage lease being negotiated. He maintained the lease represents "a reasonable price per square foot for the state and is in keeping with previous practices."

The commissioner refused, however, to disclose details of the lease.

He said that his department and the state finance Department are reviewing the entire state garage program to determine whether it would be better to build, buy or continue to lease private garages. He expects the survey to be done by the end of the year.

Gunther said that under the terms of the proposed lease the state would pay \$64,500 per year for a 12,000 sq. ft. of garage space and a 1,000 sq. ft. salt bin, built on an eight acre lot.

He said the lease would run for 15 years, at which time the state would have the option of buying the building for \$408,000 or of continuing to lease it, at \$42,000 a year.

Gunther asked Meskill to take whatever steps are necessary to prevent signing of the lease and order a review of state's policy of leasing highway garages. Last Friday, Meskill announced that such a review was already underway.

At the same time Meskill said that he had no knowledge of any contracts that were in the process of being negotiated.

The state policy of leasing buildings came up for discussion last week after a published report that Rep. Rubin Cohen, D-Colchester, is an executive in a firm that holds state leasing contracts.

Cohen replied that the contracts were a matter of public record and were in compliance with the state's leasing policy.

Senator BURDICK. Our first witness will be Lee Novick, chairwoman of the Connecticut Women's Political Caucus, New Haven, Conn.

Welcome to the committee.

TESTIMONY OF LEE NOVICK, CHAIRWOMAN, CONNECTICUT WOMEN'S POLITICAL CAUCUS

Ms. NOVICK. Thank you, Senator.

Senator BURDICK. I might say for the benefit of the other witnesses today, this hearing is taking longer than we thought. We are hoping to conclude by 12 o'clock today. If any one has a long statement, we would appreciate it if you would summarize it because we would like to finish by noon today.

Ms. NOVICK. I am Lee Novick, chairwoman of the Connecticut Women's Political Caucus.

We have been in communication with you, Senator Burdick, and with other members of the committee. However, this is the first opportunity we have had to present our reasons for objecting to the confirmation of former Governor Meskill in a more complete fashion than we have in our letters to you.

Our opposition is based on a number of actions taken by Mr. Meskill, as Governor of Connecticut, which we think should disqualify him from consideration for the Federal judiciary.

There was a good deal of discussion here yesterday as to the role of a Governor or political person in terms of suitability for the Federal bench. What we think, having heard that testimony, is we are not here to urge you that someone who has been in political office is not qualified, but rather you should look at their actions while they were in political office to make some judgments about their temperament and their suitability for the court.

One of Mr. Meskill's best known actions was his repeated defiance of the Federal court's decisions concerning Connecticut's antiabortion laws.

In 1972, after three Federal judges ruled that Connecticut's antiabortion law was unconstitutional, then Governor Meskill called the legislature into special session, and asked them to pass another bill, just as strict as the old one. The legislature complied with the Governor's request. The second bill was also declared unconstitutional by the Federal courts.

In October of 1972, Mr. Meskill pledged "that he would never give up his fight for a strict antiabortion law." Does this mean that he will now defy the Supreme Court? In either case can you, we question, in good conscience appoint this man to sit on the Federal bench when he has repeatedly demonstrated his disrespect for its decisions?

We also think that the way Mr. Meskill has handled judicial appointments in Connecticut suggests some of the same contempt for the judiciary process. I cite just one example, the recent appointment of the former Republican chairman, J. Brian Gaffney, who was considered by the Connecticut Bar Association to be unqualified for that appointment. We feel that this is indication of the way in which Mr. Meskill has treated the courts as if they were simply another piece of political patronage.

I have come here today, representing a statewide organization that is dedicated to the advancement of women into the political system, because we believe that the American political system can be responsive to the rights of women.

However, we are very conscious of the fact that if we are to overcome the exclusions and the inequities of the past, we have to be able to look to proper enforcement of the law from the courts. Otherwise we will not have a future characterized by equal opportunity.

Based on Mr. Meskill's past as Governor of Connecticut we have little hope that he can provide equal justice to women and other groups that have been excluded from the American political system in a manner that would be befitting a member of the Federal court.

We are afraid that his own personal biases will make it impossible for him to render judgments on the law in an impartial and judicious manner.

Again, I would like to turn to Connecticut and his tenure as Governor for some examples. As Governor, Meskill vetoed a number of bills which would have expanded, or would have improved, enforcement of the antidiscrimination measures. We feel that his record demonstrates a lack of sensitivity to the rights of women, minorities, and poor people.

The four pieces of legislation which Governor Meskill vetoed that I have chosen all were vetoed in 1971, and I might add that some of them were later passed the following year because there was so much political sentiment in their favor.

The first, Public Act 271, was an act concerning discrimination in public accommodations on the basis of sex or marital status. This bill, which asserted the most basic of civil rights, was passed the following session with significant support from both political parties.

Another act vetoed by Governor Meskill was Public Act 306, an act providing for tax credits for the establishment of child day care centers at places of employment. This bill, which the Women's Political Caucus asked the legislature to reconsider this year, would have cost the State little, but could have helped to solve an acute shortage of day care facilities in our State. This would have particularly helped blue collar families. We have very few factories in the State of Connecticut that have been willing to provide child care. Some of them did so during the Second World War under the Lanham Act. There is only one in my own community which has even attempted to think in this direction, and we think if anything industry needs encouragement.

The third veto was of Public Act 376, an act concerning visits to clients by welfare representatives intended to eliminate surprise visits by welfare representative except by procurement of warrant. What this dealt with is the fact that welfare workers were able to visit recipients, usually women, unannounced, and we felt that in order to protect the civil rights for women that this was an important step forward.

The fourth was Public Act 487, an act concerning the subpoena power of the commission on human rights and opportunities. This State commission is the major vehicle for the processing of antidiscrimination complaints, including those that go to the EEOC. The commission, under Governor Meskill, and probably under previous Governors as well, has tended to operate with insufficient staff and budget. It was asking for the subpoena power to make its work of investigating complaints of discrimination easier and the Governor chose to veto it.

We further draw your attention to the behavior and attitudes of Governor Meskill during the prolonged bus strike in 1972 and to his action in an acute power breakdown in the winter of 1973.

I believe a number of the Hartford witnesses who were at your earlier hearings spoke of the fact that the Governor showed no concern for the thousands of residents of our State who depend on bus transportation.

In the second case, when parts of Hartford were without electricity for many winter days, Governor Meskill suggested to the public that we help those families by supplying them with firewood, something that I had difficulty understanding since few apartments in the poor neighborhoods of Hartford come equipped with fireplaces.

I could go on with his record as Governor. What we think the committee ought to look at is how his role as Governor would affect his temperament and his sensitivity on the bench. We think that the handling of the entire welfare program in Connecticut and the insti-

tution of a very unhumane, flat grant for welfare recipients during his tenure suggests that he has problems in terms of the concept of equal justice for those groups that are outside of the majority. And I think it is no accident that many of these groups, including the Indians of Connecticut, a number of minority groups in Connecticut, women's groups in Connecticut, feel uneasy in terms of whether the Governor has the sensitivity to deal with the issues that would come before him on the Federal bench.

We have expressed our views in the past, repeatedly, to Senator Weicker, to President Ford, and to former President Nixon. We appreciate this opportunity now to come before the committee and to urge you before you make your decision to look at the Governor's record in terms of its implication for his serving on the bench. We as an organization and individually urge you to vote against confirmation.

Senator BURDICK. Thank you very much for a succinct statement.

I think you have made your point.

Thank you.

Ms. NOVICK. Thank you.

Senator BURDICK. Our next witness is Mrs. Charlette Kitowski of West Hartford, Conn.

Mr. RISCASSI. Senator Burdick, may I interrupt for a moment?

A group of us came from back home in Connecticut on behalf of Mr. Meskill's nomination, Governor Meskill's nomination, and we have an early plane home today. We were held over yesterday, because an individual by the name of Coll in opposition had a group, and respectfully we would like to be heard first. We have the State's attorney from our county back home, and the president of our State bar, and myself, and we have an early plane home. We were held over last night. We were supposed to go on yesterday. I think these witnesses are out of order. I understood the proponents were to go first and we were so listed.

Senator BURDICK. The committee will determine the order of witnesses. We are trying to get a balance here. Are there others that have travel problems? We would like to accommodate all of you.

Does Mrs. Kitowski have a travel problem?

Mrs. KITOWSKI. No; it is perfectly all right with me if he would like to go on next.

Senator BURDICK. If that be the case, we will try to accommodate. Next we will have John D. LaBelle, State's attorney for Connecticut. Is he here?

Welcome to the committee.

TESTIMONY OF JOHN D. LABELLE, STATE'S ATTORNEY, STATE OF CONNECTICUT

Mr. LABELLE. Mr. Chairman, my name is John D. LaBelle and I am the State's attorney for Hartford County. That office I hold is sometimes called in other States the district attorney or the prosecuting attorney.

I have been acquainted with Thomas J. Meskill since about 1957. I knew him from having had matters with the State's attorney's office

while I was a practicing lawyer and while he was corporation counsel of the city of New Britain and while he was mayor of the city of New Britain.

When he went to Congress, I had some occasions to have communications with him while he was a congressman. And when he became Governor, I have had matters with him concerning investigations, extraditions, and rewards.

One of the highest responsibilities of a lawyer is to answer the call to public service and to hold public office. Thomas J. Meskill has been a city corporation counsel, mayor, Congressman, and Governor. He has been a leader in molding public opinion. He knows the feelings of the people concerning the problems of the day. His public service has limited his trial experience, but this should not be disqualifying. His experience in the decisionmaking process more than makes up for this lack.

Our judges do not come from any one particular discipline. One may have been a corporation lawyer. Another may have represented labor unions. One may have been a law professor. Whatever the background, the good judge has a broad experience in understanding human nature and the ability to make fair decisions.

I believe Thomas J. Meskill possesses these attributes in spades.

I would like to talk to you a moment about the question of his integrity. The office that I hold as State's Attorney for Hartford County is an independent office. I am not elected. I am not appointed by the political process. I am appointed by the judges. Connecticut is the only State in the United States where the prosecutors in the State are appointed by the judges.

We are not under the jurisdiction of the Governor, we are not under the jurisdiction of the attorney general. Consequently we have a great deal of independence and a great deal of power.

I have been State's attorney for over 15 years, and I was an assistant State's Attorney for some 3 years before that. In the course of holding this office, I have been called upon by various Governors to make investigations.

Over the period of years, I have investigated the highway department, the transportation department, the motor vehicles department, and I have had to investigate the police department of the city of Hartford, the housing authority of the city of Hartford, and the zoning boards in the other communities. As an example of what I found to be the integrity of Governor Meskill, in 1973 I was called upon the day after the newspapers made a claim that the State Personnel Act was being violated by the Meskill administration. He asked me to come to his office, and he asked me to investigate the personnel department of the State of Connecticut. And of course, in the course of doing that, I had to go into practically every department to see whether or not the Civil Rights Act classified service was being violated.

When he called me into his office, he said to me: I would like to have you make this investigation, and I want you to call it as you see it. And the other thing he told me was: I will see to it that every department makes available to you every single record that you want.

That investigation took some 8 or 9 months, and when it was finished I made my report which became public and there were violations

found. Most of them were technical violations. There is a criminal penalty in Connecticut for violations of the Personnel Act. I did not find sufficient violations, willful and intentional violations, to warrant any prosecution. But the findings of the investigation certainly did not help the Governor politically.

In any event, I found that when he told me to make the investigation, and that he would see to it that I was given access to every single record in any department, that that was the fact, even though it may have ended up hurting him politically. When it was over and there were some areas that had to be corrected, he issued an order to the departments and to the personnel department to clear up these cases that were in violation.

One other matter that I would like to discuss with the committee, Mr. Chairman, just briefly, is the matter of the American Bar Association committee's opinion with respect to qualification of judges. Now I am aware that Mr. Walsh is a very reputable and respected and highly successful attorney. I am aware that his opinion is important. But I am astonished by the investigation that was conducted that was the basis for Mr. Walsh's and that committee's conclusions.

If I recollect his testimony correctly, it is my understanding that that committee consists of 12 members, one each from each of the judicial circuits, being nine, and a chairman, and apparently two other committee members at large, probably officers of the association, a total committee membership of 12. If I recollect his testimony correctly, he indicated that the judicial appointment in the particular circuit, in this case the second, is handled by the committee member from that circuit. And if I recall his testimony again correctly, he indicated that the committee member from the second circuit talked with 30 members of the bar to form the basis for the committee's report. After that member from the second circuit made his opinion known to the other members, they unanimously adopted his recommendation.

Now, for the life of me, one of the things I would like to know is, what 30 members of the bar did they talk to? Who were they? Where do they live? Where do they practice? Do they practice in the second circuit? There has not been one word of what lawyers, who the 30 lawyers are that were supposed to be interviewed in order to be the basis for that opinion. I do not even know whether any of them were from Connecticut.

I am a member of the ABA. I practice in the second circuit. My office has cases in the second circuit continually. I would guess conservatively that there is not a law firm in Connecticut that has more cases in the second circuit than my office. I have argued cases there myself many times. I am a member of the American College of Trial Lawyers. I would have thought that in this investigation, if they were going to talk to some lawyers in Connecticut, that I might have been one that might have been considered. I was not.

I was considered appropriate for giving my opinion to the FBI. So I think that the method of the American Bar Association and the rigidity of their investigation does not make it inadmissible, but it certainly does affect the weight that ought to be accorded.

I came down here because I thought my testimony might be helpful to this committee, and because I felt that the nominee was being

attacked on flimsy evidence. I do not know Tom Meskill personally. I have never been out with him socially. I am not a member of his political party. I probably disagree with him ideologically on a lot of things. But from my dealings with him, I have found him to be an honorable man, and I think he is a good lawyer.

Thank you very much.

Senator BURDICK. Do you have any questions?

Senator HRUSKA. No.

Senator BURDICK. Thank you.

Our next witness will be attorney Carmine Lavieri of Connecticut.

TESTIMONY OF CARMINE R. LAVIERI, ATTORNEY, WINSTED, CONN.

MR. LAVIERI. Mr. Chairman, Senator Hruska. I appreciate the opportunity to appear before you today so that I may speak on behalf of Connecticut's former Governor, Thomas J. Meskill, nominee for the bench of the Second Circuit Court of Appeals.

I would like to preface my remarks by explaining that I am an active member of the American Bar Association, and also of my State and county bar associations. I served as president of the Litchfield County Bar Association, and have served the Connecticut Bar Association in several positions over the years. I am a graduate of the University of Connecticut Law School, and have served as president of its alumni association. I am currently president of the University of Connecticut Law School Foundation.

Let me emphasize please that my remarks to you today are not made on behalf of either of these organizations; rather, I speak for myself, and only myself, as a practicing member of the bar. I have provided some details of my background so that you will understand the perspective from which I speak.

I have been fortunate to know Tom Meskill since his early days as a Connecticut Congressman, and have found him through the years to be a very thoughtful and considerate person with a commanding working knowledge of the law. He understands difficult legal principles and can analyze and discuss them readily.

There are some who would base the decision on his ability to serve our judicial system solely on his trial court experience. This narrow view is of concern to me; for it virtually ignores the fact that, as you know, many cases which come before the second circuit court of appeals have broad social and political consequence, which must be weighed together with an analysis of the legal principles involved.

I believe the insight gained from many years of public service is an invaluable resource for one who would serve in this high post. Certainly you gentlemen know the value of the experience you've acquired in public service, dealing with very complicated social and economic issues—issues which are often the basis of the cases which come before the Federal courts.

Insofar as I have been able to determine, the American Bar Association's Committee on the Judiciary apparently addressed only the question of trial court experience in its survey of lawyers in my State. I have some doubt about the relevance, actually, of formal, everyday

trial court experience as preparation for the job of hearing and deciding, for instance, complicated income tax or antitrust cases.

Incidentally, I have been able to find only three lawyers who were called as part of the survey, in spite of the fact that I have extensive and frequent contact with lawyers throughout Connecticut. I also reiterate what Mr. LaBelle said about the 30 lawyers who were initially asked, or were selected.

I fail to see how the ABA committee can make a meaningful recommendation based on the limited scope of its inquiry. A large element of the bar would agree with me, I think, that everyday, ordinary trial experience is not the only desired preparation for a career on an appellate court.

In part because of the ABA position, but also because of opposition from other quarters, this nomination has been widely termed "controversial." I submit to you that any Governor who stands firm against excessive spending, as Governor Meskill did, will acquire heated opposition from special-interest groups. I urge you to keep in mind that Governor Meskill not only brought the budget into balance, but turned in a surplus for 3 years in a row. He accomplished this with broad taxpayer support, but at enormous cost to his own popularity among those whose particular interest required more government spending.

Tom Meskill's legal expertise and his orientation toward public service provide excellent background, I believe, for his service on the bench. It would be a shame if this nomination failed because of the report of a limited inquiry, or because of opposition growing out of disagreement over his philosophy of fiscal management.

I know Tom Meskill to be a man of integrity, a good lawyer, a dedicated public servant, and therefore a nominee who is particularly well qualified for this position on the Second Circuit Court of Appeals. I respectfully urge his confirmation.

Senator BURDICK. Thank you very much.

Senator HRUSKA?

Senator HRUSKA. I thank you, sir.

Mr. LAVIERI. Thank you.

Senator BURDICK. Our next witness is Representative Gerald F. Stevens, minority leader in the State House of Representatives, Connecticut.

TESTIMONY OF GERALD F. STEVENS, HOUSE MINORITY LEADER, CONNECTICUT HOUSE OF REPRESENTATIVES

Mr. STEVENS. Mr. Chairman, my name is Gerald Stevens of Milford, Conn. By way of background, I have been a member of the Connecticut House of Representatives since 1967, and served from 1971 to 1972 as the deputy minority leader in the House, and the last two years, 1973 and 1974, as the majority leader of the House of Representatives, and I am presently, for 1975 and 1976, the minority leader of the Connecticut House.

By way of professional background, I am an attorney licensed to practice in the State of Connecticut and admitted to the bar of the U.S. District Court for the District of Connecticut; U.S. Court of

Appeals for the Second Circuit; and the Supreme Court of the United States.

I would like just briefly to address myself to an aspect of Governor Meskill's tenure which I think bears upon this nomination and which to my knowledge has not been discussed before the committee, and that is the effect of Governor Meskill's 4 years on the judicial system in the State of Connecticut.

During his 4 years, our judicial structure on both the civil and criminal side underwent changes that were unprecedented in recent memory. The first year in office saw the creation under the Governor's urging of a commission to study no-fault insurance, which, of course, is a very volatile subject. The Governor lent his support to this proposal, and the recommendation of the commission, and in 1972 he signed into law an extremely consumer oriented no-fault law for the entire State of Connecticut.

Concern for the need to provide a second chance for youthful offenders led the Governor to support and subsequently to the adoption of a youthful offender law in the State of Connecticut designed to give 16- and 17-year-olds a second chance once they have a run-in with the law. He followed this in 1973 by providing an unprecedented act of accelerated rehabilitation for the criminals in the State of Connecticut which gave a person convicted for the first time a presentencing provisional period whereby they could avoid the criminal record for crimes which were not a serious nature.

For many years, going back to colonial times, our State had a fragmented system of prosecuting criminal offenses. We had State's attorneys in each county with no overall coordination. Governor Meskill called for the establishment of a coordinated division of Justice in 1970. In 1973, due to his efforts, this was realized. We now have a division of criminal justice headed by a chief States attorney to investigate and prosecute all criminal matters in the State of Connecticut.

To make the division of justice effective, the Governor supported the creation of a Statewide organized crime investigative task force within the Connecticut State Police Department.

Persons unable to afford counsel in criminal cases were not overlooked in Governor Meskill's program. A public defenders services commission was created in 1974 to administer, coordinate and control the operations of defender services in our State.

Perhaps the major judicial reform brought about by the Meskill administration was the reorganization of Connecticut courts. Our State had a three tier-court structure, each with its own jurisdictional limits. In 1973, the Governor supported the creation of a commission to study the court structure and make recommendations for improvement. Its report called for a merger of the three trial courts into two courts and eventually a single tier structure. Much controversy was generated by this proposal. The Connecticut Bar Association was one of the groups adamantly opposed to the recommendations. The Governor gave his full backing to the commission's report and our State now has a two-tier trial bench. We are moving toward a single tier similar to that which I understand now exists in the District of Columbia. Were it not for the Governor's support, this measure would never have been enacted.

Governor Meskill has not been hesitant to call for much-needed change in our State's judicial structure. He has brought about improvements that benefit all citizens utilizing our courts. Both the criminal justice system and the civil courts have been improved due to his efforts.

On a personal note relative to the Governor's abilities as an attorney, I can testify directly to what I think are his abilities in terms of being a lawyer, a prospective judge, who can instinctively look at a statute and pick out what are the important parts and the issues in the particular bill before him. As Governor, we established a procedure unheard of in Connecticut. The Governor would personally read and review every single bill before it would come up for a vote in the House and the Senate.

The members of those chambers met with him on almost a daily basis. I was one who did that for the first 2 years of his term, and during the last 2 years because of my duties as a majority leader, I designated a deputy. There was no question but what Governor Meskill could read a complex statute, pick out the issues and the controversial points and ask for appropriate amendments where they were called for.

I think he has an outstanding ability to perceive what the problems might be in a particular case before him.

I would like also, because of my personal knowledge, to address myself to some of the remarks made here earlier concerning the Meskill administration and leasing activities during that period. I was rather disturbed as an attorney sitting here yesterday hearing a great many charges which were based upon newspaper statements, innuendo, and I would like to bring to the committee's attention that the question of leasing practices in the State of Connecticut has been under investigation by legislative committees for several years.

In 1973, with the Governor's support, we made changes in our leasing practices laws in the State of Connecticut. We adopted in 1973 a law requiring the disclosure of all principles in leasing with the State of Connecticut. Prior to that, a person or an entity who entered into a lease with the State of Connecticut had no requirements of filing the names and the addressees of who the actual owners were. That was changed in 1973.

We also, under Governor Meskill's administration in 1973, required public advertising of all leases that the State was going to enter into where more than 5,000 square feet was concerned. The commissioner of public work was directed by this statute, which the Governor supported and signed into law, to advertise at least 60 days prior to selection that the State was in the market for a lease of the particular type in question.

So contrary to what I think the image projected has been, the Governor has brought about reforms in leasing practices in the State of Connecticut.

There has been discussion here of the Governor's ability and reference made to litigation which he was involved in as Governor. And most particularly that he had ignored prior Supreme Court decisions in challenging a line item veto, a bill passed by the Assembly. I recall very specifically that legislation, and I would like to point out to the

Committee that it was with an attempt for political purposes to include an appropriation item in a regular bill to avoid the Governor's veto, to take away from him the constitutional right to veto a spending bill.

Our constitution has a peculiar clause in it that gives the Governor the ability to line item only spending bills. The opposition legislature in 1972 passed a bill with substantive provisions and added another section calling for the expenditure of State funds. A conference was held. I was privy to it. There were at least four lawyers, including non-legislative lawyers there, counsel to the Governor, who discussed the legal ramifications of the Governor's veto of this bill.

We came to the conclusion, that is as a group, that there was a valid question that had not yet been passed upon by our State Supreme Court, and this was a distinguishable case. On that advice, the Governor, concurring, did, in fact, veto a portion of the bill which was subsequently reversed by our State Supreme Court. I would point out to members of the committee, though, it was a case where we thought there was a valid distinction, and it is not unusual, as I am sure you know, to have a Supreme Court disagree with an action of the executive. I do not think that means that the executive lacks legal ability.

Senator BURDICK. I am glad you raised this question, because a witness testified that the action the Governor took was in the face of a unanimous decision to the contrary by the Supreme Court, and that his action itself was declared invalid by the Supreme Court. Is that correct?

Mr. STEVENS. Not exactly the way you present it, Senator. That was what was said yesterday. In, I believe, 1963, our Supreme Court, in the case of *Paterson v. Dempsey* interpreted the Governor's authority to line item veto appropriations bills. That was a 1963 case.

In 1972, Governor Meskill was faced with the question of whether or not he could veto a portion of a non-appropriations bill that had an appropriations clause in it. The Governor decided, after our consultation, that he had that constitutional authority. An appeal was taken by the Speaker of the House of Representatives and the Majority Leader of the Senate, who were of a different political party than the Governor, and after the Governor's action, the Supreme Court held that the Governor's action was unconstitutional.

He did not take his action in view of a Supreme Court directive not to do that. His action was subsequently found to have been unconstitutional in exercising what he thought was a line item veto.

Senator BURDICK. The impression I got from the other testimony was that the Governor should have known that it had been ruled unconstitutional because there had been a prior decision by the Supreme Court in a similar situation. That is the reason I raise the question.

Mr. STEVENS. There was a prior decision, Senator. It was the consensus of the attorneys involved, including myself, that this was not the same situation that the Supreme Court had ruled on 9 years previously, and that was the basis for our advice which the Governor followed.

There have also been indications made that the Governor lacks the proper temperament to be a judge, and I would say that, after 5 years of close association, I think that that is just not the case. The testimony relied upon to form that opinion comes from testimony that

was given to this committee in September by individuals in the State of Connecticut who have political differences with the Governor. Tom Meskill has been an activist Governor. There is no question that there are strong differences of opinion on his approach to governing the State of Connecticut. But in terms of temperament, I think he could well fill the position that he seeks.

I would say in conclusion that never in 5 years of the closest association, with meetings at his house at 6 in the morning during the legislative sessions to review the upcoming calendar of the day, for a full 5 month period, I have never once had any reason to question his morality or his integrity. I have no questions on that today. I think a full examination of the record will show that Tom Meskill is an individual who will bring to this bench a distinction and an integrity that we will all want.

I thank you for giving me the opportunity to appear before you. If I can answer any question directed toward the legislative activities during the last 4 years under Governor Meskill, I will be happy to do so.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I have no questions. Thank you very much.

Senator BURDICK. Our next witness is Leon RisCassi.

TESTIMONY OF LEON RISCASSI, ATTORNEY, HARTFORD, CONN.

Mr. RISCASSI. Mr. Chairman, my name is Leon RisCassi, and I am a lawyer in Hartford.

I am a member of the American Bar Association. I am on the Federal bench bar committee of the Connecticut Bar Association. I have been chairman of our State judiciary committee, and, sat on nominations proposed by Governors. I am on the board of governors of the Association of American Trial Lawyers, which is a 25,000 member organization. I have been their legislative chairman.

I went to school in Washington, and while at school I worked here on Capitol Hill, and I remember serving as a guard in the Capitol when the U.S. Supreme Court used to sit there. I have had a deep and great abiding love and affection for our judiciary and those who are members of it.

Now many things have been said about Governor Meskill. I am not a member of his political party and I do not know him personally. I have never been out with him. I have been a Democrat in the State of Connecticut, and I have been majority and minority leader of our State senate in the past.

What I say about the Governor has to do with his qualifications for the high post of judge of the Second Circuit Court of Appeals. I want briefly to point out just a couple of matters referred to yesterday by Mr. Walsh as a representative of the American Bar Association and by the Association of the Bar of the City of New York. Much has been said about the fact that the Governor has had no trial experience. In New York the same ABA and the same bar of the city of New York vigorously opposed the election of Jacob Feinberg, now supreme court justice of the court of last resort in the State of New York, and in the case of Justice Feinberg the argument that the ABA used, and that the bar of the city of New York used,

was the fact that he had nothing but trial experience, that he had never sat in any judicial position. In the case of Governor Meskill the opposite argument is used, that he has had no trial experience. Justice Feinberg tried perhaps more cases than any other lawyer in the state of New York, so they could not use that argument and they used the opposite.

The qualities that have been shown by Governor Meskill are those that would draw the opposition of certain groups but the opposition rests on a basis other than his ability to conduct the office of a judge of the second circuit.

I would like to point out that Joseph J. Smith, who served on the second circuit until his retirement, prior to his appointment had never, in his own words, tried a law case. And he made a great justice.

I think the use of leases as an argument against Governor Meskill is highly unfair. This committee that sits in Connecticut, to date, to my knowledge, has had nothing to say which attacked the Governor as having anything to do with our leasing system, and I noticed particularly yesterday that reference was made only to the past several years as to what was being investigated in the form of leases. I would like to point out that former Governor Ribicoff, now U.S. Senator, and a distinguished Member of the Senate, while Governor sat on our leasing system, and it was the same then as it is now, with minor or no variations to my knowledge. Our leasing system in the State of Connecticut has been the same ever since I was in the State senate, and that was back in the 1940's. I have heard no attack made on it other than by those who were not lucky enough to get a lease if they had property to lease. And everything is a matter of opinion. The people that I have watched testify in opposition, and that I have read as opposing the Governor, oppose him mainly on his political views.

I think the ABA has a sorry record, actually, on those that they have proposed or those that they have opposed. Mainly on those that they have opposed rather than those they have proposed. But I think it rests with his committee and not the ABA as to whether or not Governor Meskill qualifies for the office of a judge of the second circuit and particularly in the second circuit because the ABA has its great source of power in that second circuit. As the author of the book "The Bench Warmers" pointed out, the ABA would like to dictate policy through its recommendations, who they oppose and who they propose.

When you have a U.S. Supreme Court that by a majority vote can affect some 200 million people, and when you have a civil case where to prevail you have to have a unanimous vote, then it becomes apparent that the Senate will have to come to a judgment based on evidence, and not on propaganda, particularly in reference to leasing. I have not heard Governor Meskill connected in any way with any one of these leases. I hope the committee will approve this man, who is a man of humility, who bit the bullet and brought our State into a happy state of financial balance which subjected him to a lot of criticism from special interest groups. I hope that you will recommend him for confirmation.

May I say further as to the professors in the University of Connecticut, the legal aid clinic takes up much time of our judiciary with ridiculous matters, and there were attorneys in great numbers, perhaps in the majority, I think in the majority, who felt that the legal

aid clinic and its activities, sponsored by these professors, should be curtailed. The time for happy expenditures has gone by. Governor Meskill will make a great jurist. Any student at any law school tries to get on the editorial staff of the bar journal of his school. Governor Meskill was not only a member of the editorial staff, he was chairman of the board of editors of the University of Connecticut Law Journal.

Senator HRUSKA. Mr. RisCassi, were you contacted by any representatives of the American Bar Association in regard to this?

Mr. RISCASSI. No, Senator. In that regard may I point out that I am the senior member of a seven-man firm, and in our county, in Hartford County, we try perhaps more cases than any other firm, and perhaps as many as any firm in the State. No one approached anyone in our office at all to ask us how we felt about Governor Meskill and his virtues or his inadequacies as a prospective member to the second circuit.

Senator HRUSKA. Have you talked to anyone that had been contacted?

Mr. RISCASSI. No, sir, no one that I know has been contacted. I took an interest in this as a citizen and as a lawyer. I wrote to Senator Eastland last year and he invited me down. But my doctor would not let me come and at that time I remember that if you wanted to say something on the Governor's behalf, there was no investigating done by anyone that I know of, and I heard this name Walsh at that time and one other, and I recall calling a Phil Magner in Buffalo, telling him that we were interested, that I was interested and others were interested in this nomination, and never did I get any response in any manner.

Senator HRUSKA. Was he the representative of the American Bar Association?

Mr. RISCASSI. A member of the American Bar Association and a member of the Trial Lawyers Association that I belong to.

Senator HRUSKA. Judge Walsh in his testimony yesterday indicated that there was a representative of the association, of the committee for judicial appointments, in each circuit. Do you know who that is in your circuit?

Mr. RISCASSI. No, sir, Nor was it made known so far as I know through the press or the news media in any way so that you could express your views.

May I say in closing that when you get organizations that come in like the Political Caucus and so on, it would be appropriate to ask how many active members there are in these organizations. There are many of these organizations that come in and try to speak for John Q. Public which represent a dozen and a half people and hold their meetings in a telephone booth.

Senator HRUSKA. Thank you.

Senator BURDICK. Just one question.

Mr. RISCASSI. Yes, Senator Burdick?

Senator BURDICK. How many licensed, practicing lawyers do you have in the State of Connecticut?

Mr. RISCASSI. About 4,500.

Senator BURDICK. Thank you very much.

Our next witness will be Mrs. Charlotte Kitowski, West Hartford, Conn.

TESTIMONY OF CHARLOTTE KITOWSKI, WEST HARTFORD, CONN.

Mrs. KITOWSKI. I am Charlotte Kitowski. I am a citizen. Although I do have organizational affiliations, and we do not meet in a telephone booth, I am speaking today as a citizen, one of the little people, about whom this candidate is supposed to be unusually concerned.

Someone here asked yesterday, "Why did you come?" I think that is a legitimate question, and I believe I owe you a brief answer. I have nothing up my sleeve, no deals, no political ambition, no job to be gained, no leases to conceal, no leases that I want to have arranged. My vested interest consists of my three children and their friends, whom I have always encouraged to believe in the tremendous potential of our governmental system, regardless of what they have seen on TV in their lifetime over the past 12 years. As old-fashioned as it may sound, I feel that I owe them a government that is better, I am sure you agree with me, that is responsive to human needs, and that does begin to fulfill the promise that we all believe is there.

To confirm Thomas J. Meskill whose decisions most of these young people have watched with shock for the last 4 years, to confirm as a judge in the second highest court in the country, would not offer them much hope for the future. I will include as attachment No. 1 the results of a poll taken in Connecticut last fall for the Hartford Times, a paper which supported the Republican candidate, by the way, indicating a plurality of 5 to 3, of the voters sampled, opposed to the judgeship of Governor Meskill.

[The material referred to follows:]

[From the Hartford Times, Oct. 23, 1974]

VOTERS AGAINST MESKILL JUDGESHIP 5 To 3

Voters in the state, by close to a 5 to 3 plurality, are opposed to the appointment of Gov. Thomas Meskill as a federal Court of Appeals judge.

Former President Nixon, as one of his last official acts before resigning, nominated Meskill to fill a vacancy on the prestigious Second Circuit U.S. Court of Appeals, which covers both New York State and Connecticut. The nomination has drawn fire from many quarters, including the American Bar Association, on the ground that Meskill lacks the necessary legal credentials for a judgeship of such importance.

The Connecticut Poll, conducted exclusively for The Hartford Times and The New Haven Register by Decision Research Corp. of Wellesley, Mass., show that voters in the state also tend to disagree with the nomination—disapproval of the appointment outweighs approval by a 47 per cent to 34 per cent margin, with 19 per cent not yet having reached a conclusion on the issue.

Interviewing for the poll was conducted by telephone between Sept. 27 and 29 among 750 Connecticut residents who say they are registered to vote and almost certainly or probably will do so in November.

As might be expected, reaction tends to run along party and ideological lines, but not overwhelmingly so.

Both Democrats and independents oppose the appointment by about 2 to 1, while Republicans are narrowly (by 47 per cent to 35 per cent) in favor.

Liberals, who traditionally have been most hostile to Meskill, are even more heavily opposed (they disapprove of the nomination by nearly 4 to 1) than Democrats. The situation among middle-of-the-roads, on the other hand, is far less clear cut—45 per cent are against the Meskill appointment, 33 per cent are for it. Meskill's fellow conservatives are also divided on the subject, favoring the appointment by a slim 48 per cent to 39 per cent plurality.

Reflecting the split along party lines, opinion in the Hartford and New Haven areas is more heavily against the nomination than is sentiment elsewhere.

Similarly, young people, a higher proportion of whom are Democratic and liberal, show greater antipathy to making Meskill a federal judge than do their elders—opposition gradually scales down from about 60 per cent among voters under age 25 to 40 per cent among those over 65.

Mrs. KITOWSKI. I suspect that the percentage, if a poll were taken today, of those opposed, would be higher. This is just to let you know that I am not alone, and those organizations, which an attempt has been made to discredit, are not speaking in a vacuum. I don't think this poll was taken in a telephone booth.

After listening to yesterday's testimony. I decided to include in the attachments an article which I normally would not have, describing some of my activities in Connecticut, for identification purposes only.

[The material referred to follows:]

[From the West Hartford News, Dec. 5, 1974]

EPA HONORS KITOWSKI As "MODEL" FOR CITIZENS

Charlotte Kitowski, the Arnoldale Road woman whose persistence many credit with stopping I-291 through West Hartford, was honored by the U.S. Environmental Protection Agency in Boston this week.

Mrs. Kitowski received an award for her role in blocking construction of I-291 through the West Hartford reservoirs.

Southern New England Telephone also received an EPA award for its energy-saving car pool program.

The EPA's testimonial to Mrs. Kitowski:

"Charlotte Kitowski first became involved with environmental issues when Interstate 291 was proposed to be constructed around Hartford and through the Hartford MDC reservoirs. At that time, she organized and became Chairperson of the Committee to Save the Reservoirs. This Committee was later broadened to include all of I-291 and was renamed Citizens on I-291.

"Since then, her activities have assumed a regional and statewide role with the development of the Connecticut Transportation Coalition which involves regional and state-wide environmental and transportation expertise and acts as a public transportation advocacy group. She is also chairperson of the Advisory Group for the Citizen Participation Aspects of the Department of Transportation's Unified Work Program for the Capital Region.

"Despite this significant commitment of time, she has managed to raise a family as well as remain active in other civic projects.

"Her activities are a model for other citizen participation programs. Working on very small budgets, her groups have been able to supply responsible public input which has had a significant effect on the Connecticut Transportation Program and the related environmental issues.

"Her interests are much broader than highways, however, and the Connecticut Department of Environmental Protection as well as the EPA have come under her scrutiny and have been subjected to conscience-raising inputs and inquiries which have often resulted in a more responsible approach to the transportation-environmental issues.

"As a nurse, Mrs. Kitowski saw firsthand that lung diseases and respiratory-associated disorders were increasing at an alarming rate. Faced with the choice of treating the diseases or fighting to change the environment which was causing them, she chose the latter with far-reaching and dramatic results. It has been a significant commitment of time and effort on her part, but her actions have proved that responsible public participation can be the keystone of our environmental effort."

Mrs. KITOWSKI. I heard yesterday that the University of Connecticut Law School professors who have opposed Governor Meskill are politically motivated. This was a judgment offered by one of your witnesses about one of the most political groups in town.

Remarks were made throughout yesterday's hearing about the leasing subcommittee, even though they have not even taken a position. Apparently, investigating in itself is threatening. I could not agree more that Democrats as well as Republicans have probably been a part of favored leases, but once again, I have to speak as an old-fashioned person. When did two wrongs make a right?

As for Dr. Gunther, whose January 21 letter to Senator Eastland you will, I assume, include elsewhere in the transcript, this is a respected member of our legislature, one of a handful of Republicans to be reelected, I might add, on a very low budget. He was described at great length by Mr. Doyle as a "colorful character" in what appeared to be an effort to discredit his testimony. One of the apparently unusual things about him is that he admires pretty girls. What has happened to Washington that a man who admires pretty girls is now characterized as "colorful"?

Beginning with the statement I handed in, first I would like to compliment the members of this committee for attempting to fulfill its obligation to thoroughly examine the credentials of this candidate. Many of us in Connecticut are aware of the pressures being brought to bear, but it seems to us, as I am sure it seems to you, that restoring public confidence in this governmental process is of paramount importance—more important than the buddy system.

Having taken this much time considering this appointment, we urge you to take more, due to the number of haunting, unanswered questions which have arisen within the last several months. During the proceedings of the State subcommittee investigating the practices and procedures of leasing, for example, why did Mr. Tomasso, involved in the controversial Riverview Realty lease in Newington, refuse to honor the subpoena for his financial records? A renewal of the issuance of this subpoena by the chairman of the appropriations committee was voted on the day before I came down, which would be the 22d, at the capitol, by the members of the leasing subcommittee. In addition, copies of their final report, I was told by this committee, will not be available until next week, when they will be forwarded to, among other State officials, the State's attorney. The question of the Phoenix/Greater Hartford Community College lease has not yet been thoroughly examined by this subcommittee, and quite possibly will come up again if the permanent investigating commission which the subcommittee has recommended is established. All of these considerations would seem to preclude a hasty decision on this candidate.

Because there are many people in Connecticut who cannot take the time or the money to come to Washington for this hearing, it has been suggested by many individuals, in public office and out, that the Senate Judiciary Committee pursue this investigation within the State, where there are many people, including attorneys, who would like to offer further testimony.

I realize that this is Senator Weicker's third nomination, and I am sorry about this. However, the fact that he has chosen to nominate candidates who, for one reason or another, appeared unacceptable, does not qualify Thomas Meskill as a judge. Likewise, the fact that Representative Cotter attended college with the nominee does not speak to the ability of the candidate to serve in the second highest court in the

country. This is, after all, not a bid for membership in a fraternity. Public money and public service on a lifetime basis are involved, and that is where I am involved—my money, and public money and public service in the State where my mother happens to live, Vermont.

It is very puzzling to those of us in Connecticut, who have heard the pronouncements of Senator Weicker about the importance of the appearance of wrongdoing in Washington, that apparently he is not able to relate to the appearance of wrongdoing in Connecticut. If a Washington figure had engaged in the kind of secret lobbying—that's attachment 3—in which Governor Meskill participated, in an effort to overcome the objections to a highway running through a reservoir area, voiced by the U.S. Housing and Urban Development Department, Senator Weicker would be the first to cry "foul." And yet he appears to find this behavior acceptable in his candidate.

[The material referred to follows:]

[From the Hartford Times, Oct. 15, 1972]

SECRET MESKILL LOBBYING FOR I-291 WAS IMPROPER

Governor Meskill's trip to Boston Friday for a closed-door session with the federal agencies that have opposed construction of Interstate 291 through the West Hartford reservoirs was unusual, to say the least. It has every look of impropriety.

The Governor had made no mention of his plan to go to Boston. He was visibly angered to discover a Hartford Times reporter and an Associated Press photographer at the scene of the supposedly secret meeting. He initially refused to allow photographs, and barred the press from the hour-and-a-half meeting.

It seems an inescapable conclusion that the Governor was in Boston to lobby for I-291; to persuade federal officials who have criticized both the environmental and land-use planning impact of the route to change their minds; and to do so without public acknowledgment of the high-level lobbying.

After the talks, Mr. Meskill said the purpose of his unannounced trip to Boston was simply to clear up channels of communication with federal agencies.

The channels have not seemed unclear. The Federal Environmental Protection Agency, the Interior Department and the Department of Housing and Urban Development all have reviewed proposals for the highway, and all have issued strong advisory opinions opposing present plans.

Their opinions, like the favorable opinion of a consultant hired by the state Department of Transportation, have been made public—as they should be.

It is entirely appropriate—although not ordinary—for the Governor to involve himself in testing their opinions against those of the state experts. It is reasonable—but far from ordinary—for a Connecticut entourage headed by the Governor to go to the horse's mouth in Boston to challenge the assumptions and conclusions of federal opponents of the state's route.

But it is entirely inappropriate—and extraordinary—for such a conversation to be held in closet, unannounced, made known to the public only through an alert press.

The impression inevitably left is that the state officials hoped to exercise behind-the-scenes leverage to persuade the various federal agencies to reverse their positions or mute their opposition.

If that was not in fact the purpose of Friday's trip to Boston, skeptics will best be dissuaded by having a full transcript of the meeting made public.

The bland assertion that "clearing up communications" was the sole intent does little to clear up communications with those who care deeply about I-291, and who fear the state government is still intent on building the highway in the face of both local and federal opposition.

Mrs. KIROWSKI. I believe Senator Weicker has stated his intention to write a book about the desirability of open government, that it is not only desirable, but essential in order to maintain the democratic proc-

ess Yet he does not seem to object to the kind of closed government which the people of Connecticut have lived with for 4 years. When the U.S. Department of Transportation released correspondence relating to the above-mentioned highway—item 4—in May of 1973, Governor Meskill referred to the release, valid under the Freedom of Information Act, as a “premature leak from an unauthorized source.” As someone who spoke personally with this top-level source within the Office of the Secretary of the Department of Transportation, I can assure you that the release of the correspondence was neither premature nor unauthorized. It just did not happen to agree with Governor Meskill’s position.

[The material referred to follows:]

I-291 LETTER LEAKS CHARGED BY MESKILL

(By Robert Waters)

WASHINGTON.—Gov. Meskill complained last February to federal authorities about “premature leaks from unauthorized sources” regarding his correspondence about the controversial I-291 highway project.

In a letter dated Feb. 6 to U.S. Secretary of Transportation Claude S. Brinegar, the Connecticut governor charged an “apparent disregard for private correspondence continues unchecked within USDOT (U.S. Department of Transportation . . .”

Meskill was unaware at the time that his letters were being made public by DOT under a Freedom of Information Act request from Rep. William R. Cotter, D-1st Dist., an outspoken foe of the I-291 project.

Cotter’s office released the Meskill complaint letter here Tuesday after requesting and receiving a copy of it from DOT under the information act requirements.

Brinegar’s reply to the Meskill letter had already been made public by Cotter last month following a similar request. On the basis of the contents of Brinegar’s reply letter, Cotter invoked the information act and asked for the original Meskill letter.

Meskill was aware that Cotter was releasing the I-291 correspondence. However, his letter to Brinegar strongly indicated that he believed Cotter was receiving the correspondence via leaks rather than by official channels.

Cotter’s administrative aide, Malcolm Campbell said Tuesday that all the I-291 correspondence, including the Feb. 6 letter from Meskill, was obtained openly from DOT via routine telephone calls requesting the letters under the Freedom of Information Act.

Brinegar’s April 6 reply letter hints at Meskill’s complaint but does not spell out clearly the fact that the governor believed his correspondence was being leaked. In the final paragraph, Brinegar tells Meskill: “Although we will not distribute copies of this exchange of correspondence, you should be aware that our letters must be made available to anyone who requests copies under the Freedom of Information Act, 5 USC 552.”

In the February letter, Meskill also strongly denied that the state was not interested in completing I-291.

“It is our firm belief,” said Meskill, “that the circumferential route around Hartford (I-291) is not only vital to the future growth of our state but that it must be provided in order to free the logjam which is already seriously affecting our state’s traffic flow.”

Meskill made this point in response to an earlier letter from then U.S. Transportation Secretary John A. Volpe. In this letter, dated Jan. 11 and also made public by Cotter several days later, Volpe had indicated that he believed the state’s only interest was financial: Would the state be required to pay the 90 percent federal share if the project was dropped?

In the Jan. 11 letter, Volpe indicated to Meskill that it was possible that the project could be abandoned without loss of the federal share for ramp sections already completed.

Meskill’s February letter to Brinegar, who replaced Volpe, said that he had been unable to “accurately assess” Volpe’s letter. He asked Brinegar for comments on several points including “clarification on the terms of reimbursement . . .”

In a separate statement Tuesday, Cotter also was sharply critical of the failure of state officials to release, until Monday, the contents of a so-called "secret memo" in which Connecticut Environmental Protection Commissioner Dan W. Lufkin warned that I-291 would create serious problems of air, water and noise pollution west of Hartford.

Cotter charged a "Watergate" type of cover-up was involved in the memo which was written May 30, 1972 and kept secret until Monday when the Courant obtained a copy of it.

Cotter released a copy of a letter from George S. Koch, state deputy transportation commissioner, in which Koch on Jan. 26 claimed that the Connecticut "Bureau of Highways does not have such a communication (from Lufkin) and therefore is unable to make it available for public inspection."

Campbell said that the reference to the "Bureau of Highways" possession of the Lufkin memo is believed to be a device used to mask the fact that the memo was actually in the possession of Connecticut Transportation Commissioner A. Earl Wood. Lufkin had addressed the memo to Wood.

Mrs. KITOWSKI. I will introduce an attachment to my testimony which consists of a newspaper account of the secrecy behind the DEP staff position prepared regarding this same highway, which I use as a case in point because it is what I know best, which indicated that there would be adverse environmental effects. The Commissioner of the Department of Environmental Protection, Dan Lufkin, who spoke yesterday in support of Governor Meskill, was fully aware, as was Governor Meskill, that this staff position, prepared at taxpayers' expense, was being suppressed. Even when the final environmental impact statement was ready for release, months after the staff position was submitted to the Department of Transportation, the DEP position paper was not included. The question must be raised, would this position paper have been excluded if it had favored the highway? For Senator Weicker's information, I believe the heading on the newspaper attachment reads "Watergate-Type Coverup."

[The material referred to follows:]

[From the West Hartford News, May 10, 1973]

WATERGATE-TYPE COVERUP CHARGED ON I-291 REPORT

Controversy over I-291 reached new pitch this week when U.S. Rep. William R. Cotter charged the Meskill administration with "secrecy" and a Watergate scandal type cover-up of an 11-month old state document critical of the highway in West Hartford.

The document, a letter last May 30 from State Commissioner of Environmental Protection Dan W. Lufkin to State Commissioner of Transportation A. Earl Wood, had been described repeatedly by both officials to continued press inquiries and Cotter's requests for copies, as "inter-office memoranda" and not public under the Freedom of Information Act.

Cotter's office finally obtained the memo late Monday detailing Lufkin's objections to completing I-291 due to "serious" air, noise and water pollution, after working "intensively since Thursday and off and on" during the year, according to Cotter Aide Malcolm Campbell.

He said the memo was picked up in Hartford about 5 p.m. and that about 8 p.m., the Governor's office released the memo to the Hartford Courant.

The suppressed letter cited Lufkin's adverse comments about completing I-291 through West Hartford reservoir land and residential sections of Windsor and Bloomfield. It cited potential pollution, negative land-use impact and overall degradation in the environment.

"I do not subscribe to the point of view that condones hiding adverse governmental reports or attempts to manipulate the flow of information to the people," Cotter said, "One of the tragic lessons of the over-increasing Watergate scandal is that when the public's right to know is thwarted, there is increased latitude for irresponsible, even illegal action. Official government cover-ups have no place in the state of Connecticut."

Cotter charged specifically that the "spirit and letter" of regulations of the Council of Environmental Quality and of the U.S. Transportation Department were violated when Lufkin and Wood decided to withhold the documents, intimating the action may have been "illegal."

A spokesman for Wood said the memo would appear in the final environmental report in Washington, reportedly due later this month, and that Wood had decided now that Lufkin's letter "is part of the record."

Asked why the same letter was not a public document several months ago, Wood's office had no comment.

Lufkin's office said it had not asked the status of the letter to be changed, nor had it protested the "inner-office" designation. Asst. Environmental Commissioner Richard W. Chase said of Cotter's charge: "I don't think it's true. There was a measure of ambiguity on interpretation of what the letter was. Both sides were justified. Now that interpretation is changed."

Ironically, on Nov. 7, 1972, Lufkin's office released a statement about new "rules of practice."

"One of the first policies established in this department was 'open files,'" the statement read. "And that policy has been reinforced in the new Rules of Practice." Commissioner Lufkin said, "The final rules make clear that our intention is not only to comply with the letter of the right-to-know law, but to go considerably beyond as well."

Meanwhile, Charlotte Kitowski of Arnoldale Road, leader of the Citizens Against I-291, charged that Lufkin and Wood have compromised their positions and should "withdraw from decision-making capacity" on the planned one-year study of land-use and transportation needs in the capitol region, a study which could decide the final fate of I-291.

She blamed suppression of the memo on "political pressure from Governor Meskill," adding "it would seem that those who claim to be the most concerned about law and order actually have the least respect for it. Transportation needs are not being met in Connecticut, and yet we have to struggle just to maintain the democratic process."

Mrs. Kitowski. The fact is, I am sympathetic to Senator Weicker's original premise that the bench might be made more representative by having a judge who might be considered less elitist, and more a man of the people. I have observed in court and I understand what it is he is saying. But this nominee does not meet that criteria. Former Governor Meskill has been pictured by Senator Weicker as a compassionate man. I offer only one example of what I feel is perhaps a contradictory view of his statement. In the spring of 1973, I turned on my TV set at 7:15 a.m. to hear John Hart, of CBS news, interviewing Governor Evans of Washington, and Governor Meskill, at a Governor's conference, regarding capital punishment. Governor Meskill, with a broad smile, agreed that one of the reasons he favored capital punishment was that it saved the State money. I do not consider this a high level of compassion, although, I suppose that if someone wants to discredit my testimony they can indicate that, being a registered nurse, I have to have a higher standard of compassion.

During the winter of 1972-73, as you may know, people all over Connecticut suffered through a 4-month bus strike. I personally picked up elderly people, hitchhiking to work during bitterly cold weather. Regardless of who was most at fault for the duration of the strike, and I am sure there was enough blame to go around, I call to your attention a quotation from the January 6, 1973 New York Times. In a story dealing with the bus crisis, Governor Meskill is quoted as saying, the crisis "may not be a crisis, after all. People buy another car, they get used to riding with somebody else." This "man of the

people" never did acknowledge, during his entire term, that between 20 and 30 percent of the people in urban areas do not own one car, let alone possess the ability to "buy another car."

Those of us who consider ourselves common people in Connecticut, whether we live in the suburbs or the cities, find this appointment unacceptable. We hope that you will consider improving the quality of justice a higher priority than political accommodation.

I would like to make just a couple of remarks about some of yesterday's testimony because I thought that there were a few holes.

The opposition of the University of Connecticut Law School faculty dates back to the spring of 1972. Governor Noel stated yesterday that that kind of opposition that Governor Meskill has generated is the lot of every Governor when the needs seen by each agency outweigh the funds available. I am very sympathetic to that. I am sure that no agency is ever satisfied with its appropriations. I have this article which is Attachment 6.

[The material referred to follows:]

[From the Hartford Times, June 21, 1972]

A 'HARASSED' LAW CLINIC

The decision of Joseph D. Harbaugh, director of the University of Connecticut Law Clinic, to leave the state for a post at Duke in North Carolina is an unhappy omen.

Professor Harbaugh served with distinction as the first chief public defender in the state's circuit court system. He left that post to join the law faculty, including the new "clinical" program in criminal law.

Under his direction, the state's lawyers-to-be have had an unparalleled introduction to the court system. They have not been confined to book-learning or mock trials; they have worked with members of the bar in the actual defense and prosecution of real cases—just as doctors and dentists, at some stage of their professional training, must practice on real people with real ailments.

Some of the cases taken by the clinic—a very small fraction—have involved crucial constitutional questions, as indeed they should. And on some of these cases, the students have been on the side of the plaintiffs, challenging the state.

Governor Thomas J. Meskill, himself a lawyer and the product of an earlier era of law training, has objected strenuously to anything that puts a UConn student on the plaintiffs side against the state. Early in his administration, he called the clinic "nothing less than an agency for subsidizing attack on our institutions and our government"—and he has stuck to that hasty and misguided judgment ever since.

According to Professor Harbaugh, that hostility has led to "continuing harassment" of the program by the executive branch—and he's had it.

Connecticut's loss to Duke University's gain. Perhaps a successor can make a fresh start with the Governor, and win a reasoned and reasonable response.

Mrs. KITOWSKI. This did not fall into that category, but rather went to basic differences in approach toward public service. The feeling of the faculty working out of the legal clinic was that people with no money who appeared to have a grievance against the government should be able to receive legal assistance. The Governor was quoted in the editorial that he objected strenuously to anything that put the University of Connecticut students on the plaintiff side against the State. However, since taxpayers all across the country are now paying for the legal expenses of those who are not indigent

who would appear to have a grievance against the Government, perhaps his evaluation would be different at this time. It seemed to me that it was important to take note of this clarification.

I do not want to go into any detail about the leasing investigation. I would assume that you would be waiting for that final report. However, I would like to point out that this is a committee which I believe was operating on a \$35,000 budget to investigate \$7 million worth of leases. I think that the expectations which were expressed here yesterday were rather high considering that kind of time limitation and that very small budget.

I would like to offer into the record—and this is attachment 7—an editorial by U.S. Representative Moffett which appeared in a syndicated column in 22 papers in Connecticut on September 10, 1973. If Senator Gunther, who has publicly offered to take a lie detector test, is not to be taken seriously because of his apparent admiration of pretty girls, how about the statement of Representative Moffett? I believe Representative Moffett has also requested that his December 21 and January 23 letters to Senator Eastland be included in the testimony.

[The editorial referred to follows:]

[From the Torrington Register, Sept. 10, 1973]

\$4 MILLION STATE DOT LEASE AVOIDS NEW LAW BY FIVE DAYS

(By Rick Diamond and Toby Moffett)

Secret, no-bid leasing of private property for state agency needs has traditionally been a method of rewarding political favorites in Connecticut.

Well-connected landlords have realized millions of dollars of excess profits—at taxpayers expense—from the state leasing "money tree". Thus patronage policy, under Governor Thomas J. Meskill, has continued unabated despite revelations made in 1971 of profiteering by political insiders during the Dempsey Administration.

Adverse publicity on state leasing practices did not deter Governor Meskill from giving State garage leasing contracts, totaling more than \$1 million each, to two prominent Republican friends from his hometown of New Britain in 1972. Recipients of the Governor's largesse were contractor Angelo Tomasso, Jr., president of Riverview Realty Inc. of Farmington, and Frank Downes, uncle of GOP State Chairman J. Brian Gaffney.

The hue and cry resulting from these disclosures, however, tipped the scale in favor of legislative reform on leasing procedures. Perhaps the final straw was the revelation by Downes, testifying before the State and Urban Development Committee in September of 1972, that he personally received inside information that the state planned to acquire a highway garage in Waterford. Downes subsequently purchased a building and negotiated a lucrative no-bid lease for the facility.

In May of this year Meskill signed into law a bill intended to curb such abuses in the \$8 million annual state leasing program administered by the Public Works Department. The main thrust of the legislation was a provision that all prospective state leases were to be publicly advertised 60 days prior to consummation of any deals by the PWD. Supposedly this would eliminate the "tip off" abuse, while an additional clause, requiring disclosure of all parties to a lease, would discourage political participation.

On June 25, however, five days prior to the July 1 effective date of the new law, PWD Commissioner Paul J. Manafort, an old New Britain associate of the Governor, sent out a "letter of intent" accepting a proposal for a \$4 million,

20 year lease, for a Department of Transportation office building in Newington.

The leasor? Angelo Tomasso's Riverview Realty Inc. Reliable sources indicate Tomasso was tipped off to the Newington deal. Similar allegations were made when he landed the highway garage lease in Winsted last year.

Earlier this year Riverview obtained an option on a 42,000 square foot building on a four acre parcel in Newington. Upon receipt of the state's commitment letter it exercised its option and purchased the building for \$420,000 or \$10 per square foot.

The State now proposes to lease this building for a 20 year period, paying \$203,700 annually or \$4.85 a square foot. Manafort defends the arrangement by maintaining that Riverview will spend \$1 million in renovations to bring the building up to state specifications, a figure disputed by some experts.

Asked if there was any urgency for the DOT office space that necessitated avoiding the requirements of the new law, Manafort replied, "We have been negotiating the lease for six months, to have delayed would have meant six months' work out the window."

Commissioner Manafort, like many of his predecessors, asserts that the unique nature of leasing agreements does not lend itself to public bidding. But the Etherington Commission (on Services and Expenditures) and several others who have studied state leasing practices, conclude that more competition is an essential ingredient to holding down costly leases. The 1971 Report, which made a long list of still unacted upon recommendations, pointed out that the state cost for buildings is 23.7 per cent higher than comparable space negotiated by private industry.

The Tomasso deal, notwithstanding, the new law, Public Act 149, is a step in the right direction, but most critics contend the State still has a long way to go.

A recently released report by the New Jersey Office of Fiscal Affairs concluded that New Jersey could have saved \$19.6 million and wound up with more office space if the state had constructed its own office space instead of leasing space over the next 30 years.

Release of the report followed an April announcement by New Jersey Governor William T. Cahill that "state leasing procedures are being tightened up and changed". The Governor's action came on the heels of a Newark Star-Ledger story, showing that James A. O'Connor, former director of purchase and property for the state, had gone into business with a real estate broker who benefitted from state lease deals.

A complete and thorough study of Connecticut's leasing practices might prove just as revealing.

Mrs. KIRROWSKI. One final comment on the leasing, and to my surprise this has not been brought up by anyone, I do not believe. There is a difference. There is a difference between the leasing practices of this administration and the tone which has been taken in the previous ones. For one thing, of course, we do not have a Democrat up here as a nominee. If we did, I am sure those of us who disagree with the way this leasing has been done would be commenting on that. I think the difference is summed up in this editorial perfectly, and I would like to bring it in.

The Hartford Times editorial of December 20 says:

In a sense it may be unimportant whether State Senator George Gunther explicitly warned the Governor about the impropriety of a specific lease, or whether Representative-elect Toby Moffett can show that Mr. Meskill knew of that lease in time to have stopped it.

The important point is that the Governor must have known of the patronage that lubricated his administration; everyone else did. The patronage may have been more extensive in his administration, but even that if demonstrated would be unimportant.

Whether better or worse than that of previous administrations, it should have been stopped. I could have been stopped. It was not stopped.

Far from stopping it, Mr. Meskill favored the kingpin of the patronage system, his party chairman, with a state judgeship for which, in the view of the organized state bar, he was not qualified.

Far from stopping the patronage system, the Governor of the state put his implicit blessing upon it by bestowing an ultimate patronage plum on the man who not only ran the system, but who has subsequently defended it before the legislative committee probing it.

Is that relevant to consideration of Mr. Meskill's fitness for judicial office himself?

[The editorial referred to follows:]

[The Hartford Times, Dec. 20, 1974]

LEASING IS NOT IRRELEVANT TO THE MESKILL JUDGESHIP

If the continuing investigation into state leasing practices has proved anything, it is that a pattern of misuse extends well back beyond the Meskill Administration.

Whether the misuse has in all cases—indeed, in any cases, without specific charges and trials—involved criminal misbehavior is less clear.

But there can be little doubt that favored persons have been successful in negotiating contracts with the state in less than even competition.

There can be little doubt that the favored contractors expected to turn a profit—enough, in fact, that they could in some cases offer an equity interest in a project to those who had contributed nothing apparent save their influence over the leasing system itself.

The list of beneficiaries is bipartisan; both parties have apparently cleared their friends' way to the public trough.

One person now stands to be held uniquely accountable for this long-standing patronage system: Governor Thomas J. Meskill, whose nomination to the Second Circuit U.S. Court of Appeals was shelved this week by the Senate Judiciary Committee pending the outcome of the leasing investigation.

THERE IS AN element of unfairness in that delay. Governor Meskill has been implicated only to the extent of having failed to intervene to stop the manipulation of the leasing system.

But to weigh that limited implication in considering his fitness for a lifetime appointment to the nation's second-highest court is not entirely unfair, either. In a sense, it may be unimportant whether State Sen. George Gunther explicitly warned the Governor about the impropriety of a specific lease, or whether Representative-elect Toby Moffett can show that Mr. Meskill knew of that lease in time to have stopped it.

The important point is that the Governor must have known of the patronage that lubricated his administration; everyone else did. The patronage may have been more extensive in his administration, but even that if demonstrated would be unimportant.

Whether better or worse than that of previous administrations, it should have been stopped. It could have been stopped. It was not stopped.

Far from stopping it, Mr. Meskill favored the kingpin of the patronage system, his party chairman, with a state judgeship for which, in the view of the organized state bar, he was not qualified.

Far from stopping the patronage system, the Governor of the state put his implicit blessing upon it by bestowing an ultimate patronage plum on the man who not only ran the system, but who has subsequently defended it before the legislative committee probing it.

Is that relevant to consideration of Mr. Meskill's fitness for judicial office himself?

It is.

There are other and more compelling considerations. Mr. Meskill's experience in court has been questioned by a committee of the American Bar Association, and by prestigious members of the academic legal profession.

His "judicial temperament" has been challenged by others: The inclination to listen thoughtfully and patiently to complex arguments put forth by opposing spokesmen; the inclination to weigh humane consideration against punitive need.

To add to those tests a new factor—hands clean of the political process out of which many of our judges have sprung, judged now in the sterner morality of the post-Watergate era—is to apply a test that few incumbent judges have faced, and that many might have failed.

But that does not make the test irrelevant. If we care about cleaning up the political process, removing the influence of disproportionate campaign financing, restoring the checks and balances of an open process—we must extend that concern to politics and the bench as well.

It is a matter of public concern that our judges be as alert to white-collar crime and political crime as they are to street crime and crimes of violence.

It is a matter of public concern that our judges be selected on the basis of exemplary merit, and that their own records reflect an abiding insistence on merit as the touchstone of all public decision-making.

It is Governor Meskill's unique misfortune to be a candidate for the bench at a time when those concerns are at the fore.

But the concerns are legitimate. His toleration of a patronage system—the very antithesis of merit selection—is not irrelevant.

Mrs. KITOWSKI. I happen to agree with that editorial.

I believe that the other items that I submit speak for themselves. It is nice to say that the State ended up with a gigantic surplus, and that was a courageous act on the part of the Governor. Item 10, which shows where the State has hoarded \$48 million worth of money in order to create the surplus, has to tell you where it is at, and I think if you check with the current Governor, you will find that there is not a surplus there.

Item 9 regards the failure of the Meskill staff to report a 1970 donation which Kalmbach made to Governor Meskill's campaign chairman, Adolph G. Carlson, who sent it directly to the advertising agency. Actually I have a secret admiration for that. I would like to send my husband's salary directly to one of the department stores in Hartford and bypass any reporting procedure. But it seems to me that that probably, while it is acceptable to Governor Meskill and his administration, and to Mr. Carlson, it would not be acceptable to the U.S. Government.

The final statement, Item 11, is again by an ordinary reporter who analyzes the way in which Meskill rendered his human services.

I suspect that my feeling is that if there is such an enormous evidence that there is a lack of judicial qualification from the Bar Association, if a poll of the electorate for accountability indicates opposition, if human services have suffered, then I guess I have to feel that Senator Weicker and Senator Ribicoff have to try to explain more carefully to us what qualifications they feel this person does have.

I appreciate your time. Thank you.

[Items 9, 10, and 11 referred to follow:]

MESKILL STAFF FAILS TO REPORT 1970 DONATION

(By William W. Keifer)

Gov. Meskill's 1970 campaign staff did not file a state report on funds contributed by a secret Washington, D.C., organization, Adolph G. Carlson, commissioner of finance and control, said Wednesday.

Carlson, former finance co-chairman of the Meskill campaign, told The Courant he did not believe that the funds, sent directly from Washington to a Hartford advertising firm, had to be reported.

Asked if the checks totaled more than \$65,000, as a Washington source told The Courant, Carlson said he thought the figure was "too high."

The Washington Star-News said Wednesday it had traced the source of the funds to Herbert W. Kalmbach, President Nixon's former lawyer. He had funneled a secret \$1.5 million in cashier's checks to 1970 Republican state campaigns, the Star-News said.

The focus of the Star-News article was Sen. Lowell P. Weicker Jr., R-Conn., a member of the Senate's select Watergate committee.

Weicker acknowledged that he had received some of the funds, a total of \$79,601, but said the funds had been reported to the Connecticut secretary of the state.

The Courant was able to find the Washington funds in the state files. The funds were reported in a series of donations, many of them in \$5,000 and \$3,000 amounts, as contributed to the "D.C. Committee for Weicker."

Similar entries were not recorded for the Meskill campaign.

OFFICIAL CONTACT

Carlson told The Courant that he had talked by phone to Jack Gleason, now a Washington consultant. A Weicker aide had identified Gleason as the official contact for the Washington campaign funds.

Carlson said Wednesday that he had talked to Gleason "about our problems" in raising campaign funds and acknowledged he had mentioned advertising bills.

Carlson recalled that he had mentioned the agency, the former Graceman Advertising Agency, and said the checks from Washington had been sent directly to the agency.

By sending the checks directly to the agency, they were apparently not listed as contributions by any of the several campaign committees receiving funds.

REPORT CALLED UNNECESSARY

Carlson said that if someone had made independent donations outside the campaign organization, the figures did not have to be reported.

Henry C. White, former welfare commissioner, and another Meskill campaign cochairman in 1970, said he did not recall the Washington campaign donations from the secret Washington contributions.

Weicker said neither he nor any of his aides had talked to Kalmbach, and did not know the source of the anonymous donations.

He said he was aware that the White House and Nixon supporters had contributed to his campaign.

A Weicker aide said there was nothing illegal about the Washington funds.

Since the 1970 campaign, Connecticut law provides that campaign committees list individual donors.

Quoting sources close to the Watergate hearings, the Star-News said Kalmbach used a dummy name. "The Public Institute," to distribute the campaign money. The newspaper said the Kalmbach money was distributed for about two dozen candidates under the direct supervision of former White House Chief of Staff H. R. Haldeman.

Kalmbach drew the checks on the Security Pacific National Bank in his home town of Newport Beach, Calif., and forwarded the money to Washington, the newspaper said.

The source of the money is still unexplained, the Star-News said.

Weicker last week accused former White House aide Charles W. Colson of trying to leak damaging accusations about his 1970 campaign to newsmen.

[From the Hartford Times, Jan. 16, 1974]

STATE HOARDS \$48 MILLION AID

(By Larry Williams)

While other states have been using federal revenue-sharing funds for purposes such as education, Connecticut has yet to spend any of more than \$48 million received since late 1972.

According to a report from the Office of Fiscal Analysis, the money now is sitting in a special revenue-sharing trust fund, gathering interest. The total will grow to more than \$57 million by June 30, the OFA said.

In order to comply with federal law, the entire fund—two years' worth of receipts and interest—must be transferred to the general fund by June 30.

And an inter-departmental memorandum obtained Tuesday outlines what State Auditor Leo V. Donohue termed a "deceptive financial maneuver in order to make the fund transfer in compliance with federal law."

The state's use of the money came in for a hail of criticism Tuesday both from the state auditors and from three citizen groups.

The Connecticut Citizen Action Group, the NAACP and the state's Urban Leagues told a meeting of the Legislature's Finance Committee that Connecticut should make a commitment next year to spend federal revenue-sharing funds on specific projects.

Patricia Hennessey of the CCAG said federal statistics show education as getting the most attention in other states.

Auditors Donohue and Henry J. Becker Jr. argued that current plans give the executive branch too much control over the use of the money. "The General Assembly should make these decisions," Becker said.

Donohue said that a memorandum written by Deputy Finance Commissioner Gerald J. McCann shows the Treasury Department planning to make state debt payments withdrawals simultaneously.

Donohue, a Democrat, said the plan is designed "to establish a trail for the funds which isn't really there." This would indicate to the federal government, he said, that revenue-sharing funds were going to pay off the state debt when actually they "are simply going into the general fund."

The Finance and Control Department in August filed an "actual use" document with the government saying that the funds would be used to cut the sales, corporation and dividends taxes.

Donohue indicated that the relationship between the funds and the tax cuts is indirect under present circumstances.

"The General Assembly shouldn't turn the power over this money over to the executive branch," Donohue said. He contended the money could just as easily be represented as paying for an election year surplus for Gov. Thomas J. Meskill.

"OFA estimates of both the surplus and the balance in the revenue-sharing fund are almost identical," Donohue said. The OFA has predicted a \$55.8 million surplus and a \$57.5 million revenue-sharing balance.

[From the Hartford Times, Jan. 15, 1974]

POT-AND-KETTLE IMPOUNDMENTS

Governor Meskill is reported to be "seriously disturbed" over President Nixon's decision to impound \$3 billion in clean-water programs—\$54 million earmarked for Connecticut—that Congress has appropriated.

The Governor is right to be disturbed, and he should do what he can to shake the money loose.

But he's in a somewhat embarrassing position: He has been impounding appropriations himself.

The Federal money was earmarked to pay for sewage-treatment plants throughout the state, some of which are already under construction under 1966 legislation allowing states to get started with state "pre-financing" to be reimbursed later.

Even before the impoundment, a bargain struck in the Congress had cut into Connecticut's reimbursements: Money was spread out to some states that had not begun work under the pre-financing arrangement but were moving independently on sewage-treatment plans.

Mr. Nixon's decision to hold up almost half the money appropriated this year thus cut Connecticut funds that had been cut once already.

It is, moreover, an action of dubious legality. Mr. Nixon has been taken to court repeatedly to force disbursement of funds appropriated by the Congress. According to a tally by ABC News, 25 cases have now been heard and ruled on;

in every case, the courts have said Mr. Nixon acted illegally. The early cases are now nearing final Supreme Court adjudication.

In Connecticut, meanwhile, Governor Meskill has systematically held back funds appropriated by the General Assembly.

There is a shred of legality to cloak the state impoundments: State departments are bullied into asking for allocation of less money than the Assembly budget called for. A General Assembly committee has promised a hard look at the practice.

Whether technically within the law or not, though, the Meskill impoundments are made in the same spirit as the Nixon impoundments. The Governor should join efforts to get the federal appropriations restored—and then should put his own house in order.

MESKILL HINDERED HUMAN SERVICES

(By David H. Rhinelander)

The Meskill era has been a difficult one for the state's human services and sciences.

Some of the troubles were inherited from the mismanagement of the Dempsey years and others were the result of the international economic collapse.

But the Meskill administration set a tone four years ago that the governor and his principal advisors adhered to vigorously.

It's that tone that has been the most distressing—one of frank anti-intellectualism and studied coldness towards anyone wandering from the straight and narrow path of pragmatic utilitarianism.

The Grasso years may end with the same result—particularly because of the worsening financial crisis. But the advanced notices and promises of the new leadership indicate a different basic attitude.

The tone will not be that of the hardhat's distrust for humanists and scientists and professionals. It will be a throwback to the more liberal ideals of the past—and a welcome relief from the basic philosophy of the Nixon and Meskill administrations.

Four years ago, as Gov. Meskill was setting up his new administration, his philosophy became clear as he showed open hostility towards people and institutions that questioned his pragmatism.

There are many examples.

The old Connecticut Research Commission incurred his anger because it misread his character and was foolish in arguing that its modest projects were too important to come under the across-the-board budget slash. So Gov. Meskill starved the commission out by cutting off funds appropriated by the General Assembly. The substitute Meskill organization hasn't been heard from since it was born. That's no surprise, since the governor and his fiscal watchdog—Adolf G. Carlson—weren't interested in speculative ventures and basic science. And yet, ironically, what the Connecticut economy needs now is the kind of bright new ideas and projects the research commission nurtured.

What was called the Etherington Commission continued the tone. Stressing efficiency and what it labeled cost effectiveness, the group sought to discount the humane role of state government. It disapproved of money spent for peace of mind or for creating therapeutic environments or for decentralizing services to bring them closer to the consumer. It promoted maximum efficiency even if that produced hardships among those being served.

Gov. Meskill and Finance Commissioner Carlson injected politics into their economic packaging. The mental retardation commissioner was fired by Meskill because he balked at the new constraints and the governor then tried to force a political supporter into that professional job. Fortunately for the state, Gov. Meskill backed down after a tense confrontation and permitted an open search for a successor to Bert W. Schmickel. The administration continued to attack retardation on other fronts until a revolt in the Republican-controlled General Assembly prompted Gov. Meskill to reinstate Connecticut's leadership in the field.

Meskill and Carlson went after the University of Connecticut and its president, Homer D. Babbidge Jr.—who was injudicious enough to make his disdain for the Meskill-Carlson philosophy very clear.

They went after the UConn Health Center, which was born in an era when the Dempsey-Babbidge bond was strongest and the two men were able to sell the idea of creating an admittedly expensive institution of excellence.

Meskill at first tried to actually dispose of the health center to the federal government. When that failed, Meskill and Carlson tried to box it in and succeeded in shattering the morale and sapping the energy of the truly topflight people at the institution.

That war ended after another bitter confrontation which culminated in the resignation of Dr. George F. Cahill Jr., the new chief of medicine, as he was moving down from Harvard. Dr. Cahill blasted "Mickey Mouse interference"; the faculty charged Carlson and Meskill with an attempt to take political control, all of UConn charged infringement on academic freedom and the striving for excellence.

Politics and policy-making by bookkeepers grew. Republican party operatives reached down into North Carolina for a new State Health Commissioner without knowing his full background or caring that he was technically unqualified for the job.

The governor's own legislative aide was named director of the new Commission on Hospitals and Health Care, even though he could not meet the very job qualifications spelled out in administration's own bill. That commission started on a rabidly partisan note and still is battling law suits.

Gov. Meskill and some of his close friends have said that the "Tough Tommy" image is a facade—that his warm and sympathetic nature was covered on purpose because of the brutal cost-cutting job needed to rescue the state from the bleeding-heart days of the Dempsey years.

That attitude took a double toll. The fiscal side is in better shape but it will take time to re-establish a humane tone in the state government.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I have no questions of the witness.

But I will take advantage of your recognition at this time. On behalf of another, I have been asked to inquire whether during the course of this present hearing there has been submitted for the record a copy of the criteria by which the American Bar Association judges nominations, what qualifications are required, those attributes which are objected to or which are listed as disqualifying and so on, and also what publication there has been generally or promulgation of these standards? Has any such statement been submitted during the course of the hearing? I have been here most of the time but not all of the time.

Senator BURDICK. You mean today?

Senator HRUSKA. Yesterday or today.

Senator BURDICK. No; I believe it has not.

Senator HRUSKA. Would it be in order for the staff to make inquiries in that regard and have it included in the record?

Senator BURDICK. Certainly.

Senator HRUSKA. And then following up on the number of American Bar Association not qualified ratings, and the date of nomination, hearings, and confirmation, appointment and so on, the data has been furnished by the Department of Justice, and I ask that it be included in the record.

Senator BURDICK. It will be included.

[The information referred to follows:]

FEDERAL JUDGES FOUND NOT QUALIFIED BY THE ABA

Name	Court	Nominated	Hearing	Confirmed	Appointed	Oath	ABA-Judicial chairman	Rating
McEntee, Edward M.	1st circuit.	Aug. 3, 1965	Aug. 17, 1965	Aug. 31, 1965	Sept. 1, 1965	Sept. 17, 1965	Jenner, Albert	NQ.
Muecke, Charles A.	Arizona	Aug. 17, 1964	Sept. 1, 1964	Sept. 29, 1964	Oct. 1, 1964	Sept. 12, 1964	Meserve, Robert	NQ.
Christie, Sidney L.	West Virginia, N & S	April 15, 1964	April 23, 1964	Apr. 30, 1964	May 1, 1964	June 8, 1964	Meserve	NQ.
Gordon, Eugene A.	North Carolina, Middle	April 30, 1964	May 13, 1964	May 27, 1964	June 9, 1964	June 12, 1964	do	NQ.
Browning, James R.	9th circle	Sept. 6, 1961	Sept. 13, 1961	Sept. 14, 1961	Sept. 18, 1961	Sept. 23, 1961	Segal, Bernard	NQ.
Foley, Roger D.	Nevada	June 12, 1962	June 19, 1962	June 20, 1962	July 2, 1962	July 16, 1962	Segal	NQ.
Cooper, Irving Ben.	New York, Southern	Jan. 15, 1962	Mar. 19, 20, June 22, July 11, 24, Aug. 5, 1962	Sept. 20, 1962	Sept. 28, 1962	Oct. 4, 1962	do	NQ.
Green, Ben	Ohio, northern	Jan. 15, 1962	June 5, 1962	June 29, 1962	July 2, 1962	July 30, 1962	do	NQ.
Bohannon, Luther	Oklahoma, northern	Aug. 18, 1961	Aug. 25, 1961	Aug. 30, 1961	Aug. 30, 1961	Sept. 11, 1961	do	NQ.
Rosenberg, Louis	Oklahoma, northern and western	Jan. 15, 1962	June 29, 1962	July 10, 1962	July 12, 1962	July 18, 1962	do	NQ.
Hughes, Sarah	Pennsylvania, western	do	Mar. 7, 1962	Mar. 16, 1962	Mar. 17, 1962	Mar. 21, 1962	do	NQ.
Choate, Emmett C.	Texas, northern	do	(?)	Mar. 16, 1962	Mar. 17, 1962	Mar. 21, 1962	do	NQ.
Davies, Ronald N.	Florida, southern	June 22, 1954	(?)	July 20, 1954	July 20, 1954	Oct. 2, 1954	Fox, Edward J.	NQ.
Levet, Richard H.	North Dakota	June 21, 1955	(?)	July 22, 1955	July 27, 1955	Oct. 16, 1955	Fox	NQ.
Wilson, David J.	New York, southern	Jan. 26, 1956	(?)	Mar. 6, 1956	Mar. 8, 1956	April 5, 1956	Parker, Franklin	NQ.
Wilson, Joseph P.	Customs	July 7, 1954	(?)	July 24, 1954	July 26, 1954	July 27, 1954	Fox	NQ.
Wright, Cabell M.	Pennsylvania, western	June 8, 1953	(?)	July 14, 1953	July 14, 1953	July 24, 1953	Burns, Howard	NQ.
Sorg, Herbert P.	Delaware	July 1, 1955	(?)	July 19, 1955	July 27, 1955	Aug. 4, 1955	Fox	NQ.
	Pennsylvania, western	May 20, 1955	(?)	July 29, 1955	Aug. 1, 1955	Aug. 19, 1955	do	NQ.

1 Not qualified.

2 Not available.

Mrs. KITOWSKI. I'm sorry, I forgot one inclusion. I was asked by a group in Hartford to submit for inclusion in the record a statement of what they feel is a lack of responsiveness on the part of Governor Meskill to civil rights inquiries that have been made. At my suggestion this group included in its statement, I believe, two or three letters of commendation from the U.S. Department of Justice, so that once again the director cannot be discredited as simply being a civil rights activist. It seems to me that you cannot have it both ways. If you have respect for the U.S. Department of Justice, and feel that they have a certain amount of standing, then when they commend the civil rights group, I do not think you can knock them simply because they are opposed to this candidate.

Thank you.

[The material referred to follows:]

EDUCATION/INSTRUCCIÓN, INC.,
Hartford, Conn., January 22, 1975.

Senator JAMES EASTLAND
Chairman, Senate Judiciary Committee, Washington, D.C.
Re Thomas J. Meskill nomination.

DEAR SENATOR EASTLAND: I am writing this letter for presentation to you at this hearing in order to strongly oppose the appointment of former Governor Thomas Meskill to the Second Circuit Court of Appeals.

Mr. Meskill has been insensitive to civil rights issues in the State of Connecticut and, in fact, has turned his back on opportunities to deal with items like discrimination in housing and the role of the "little person" in real estate—the independent broker (someone not affiliated with the powerful national, state and local Board of Realtors). I speak from personal knowledge.

I enclose the attached letters and article to demonstrate the following:

(1) Education/Instrucción has been cited for its contributions to civil rights issues by federal agencies and, therefore, our opinion should be meaningful to you.

(2) In late 1971 and January 1972, (then) Governor Meskill never replied to our request for help in dealing with housing discrimination even though it was pointed out to him that his (appointed) Real Estate Commission was the biggest problem. This caused my organization to file suit in federal court to protect the rights of all citizens in the State.

(3) Throughout 1972 and 1973, Mr. Meskill failed to enforce the equal opportunity aspects of the State's 701 Comprehensive Planning Assistance grant from HUD. This caused us to file a formal complaint against Mr. Meskill in April 1973. HUD has never formally addressed these matters through conciliation. At the time, Mr. Meskill assigned one of his aides to meet with us to ascertain whether or not we would sue in federal over the issue. Mr. Meskill was apparently confident he could ride-out any grievance procedure short of federal court.

(4) In March, 1974 Mr. Meskill passed the buck regarding complaints from an aggressive real estate independent broker, Mr. Michael Meehan. Mr. Meehan pointed out many examples of monopolistic actions on the part of State government and the Board of Realtors which hurt the non-affiliated broker and violated the law. Mr. Meskill's Real Estate Commission did not reply either causing Mr. Meehan to file an anti-trust action in federal court. I helped Mr. Meehan with the suit research and he encouraged me to send his bad experience with Mr. Meskill to you.

(5) For the past two years, my organization has berated state agencies (Department of Community Affairs, Banking, Insurance, Real Estate—to name four) for not evaluating their functions and eliminating licensing and monitoring procedures which condoned and maintained past current and future discrimination. The State Human Rights and Opportunities Commission warned agencies and Mr. Meskill regarding such violations of law. Mr. Meskill chose not to enforce the Code of Fair Practices in Connecticut during his administration. The attached Connecticut Civil Liberties Union press release (1/21/75) reinforces my personal experience.

Far from protecting the "little people" of Connecticut and those most discriminated against, Mr. Meskill further victimized them. Opportunities he had to enforce equal opportunity were avoided.

Many times, civil rights groups only recourse to fight such institutionalized discrimination and state inaction has been to go to federal court. To place Mr. Meskill in an important decision making role in the federal court of appeals will have a negative and chilling effect on human rights work.

I strongly oppose Mr. Meskill's appointment and urge you to reject his nomination.

Sincerely,

BOYD HINDS,
Co-Director.

DEPARTMENT OF JUSTICE,
Washington, D.C., August 9, 1974.

Mr. BOYD HINDS,
Education/Instrucción, Inc., Hartford, Conn.

Re *United States v. The Barrows & Wallace Company, et al.*, Civil Action No. H-74-143.

DEAR MR. HINDS: This is to express the appreciation of this Department for the information your organization provided us with respect to discrimination in housing in the Hartford area. The statements of more than fifty people who dealt with one or more of the defendants contributed significantly to the successful outcome of the above-styled litigation, in which injunctive and affirmative relief was secured by consent against seven major real estate companies.

Efforts like those by your organization have added significantly to the effectiveness of this Department's enforcement of the Fair Housing Act. I wish to thank your staff personally for your cooperation.

Sincerely,

J. STANLEY POTTINGER,
*Assistant Attorney General,
Civil Rights Division.*

U.S. DEPARTMENT OF JUSTICE,
Washington, D.C., January 14, 1975.

Mr. BOYD HINDS,
Education/Instrucción, Inc., Hartford, Conn.

DEAR BOYD: This is to express the appreciation of this Department for information you provided to us bearing on the conduct of the R. C. White Co. As you know, that information contributed to a constructive consent decree in the case agreed to by the private plaintiffs, the defendant and the United States, and ordered by the Court.

Sincerely,

J. STANLEY POTTINGER,
*Assistant Attorney General,
Civil Rights Division.*
By: CHARLES D. BENNETT, Jr.,
*Deputy Chief,
Housing Section.*

DIRECTOR OF HOUSING MANAGEMENT,
U.S. DEPARTMENT OF HOUSING, URBAN DEVELOPMENT,
Hartford, Conn., May 3, 1974.

Mr. BOYD HINDS,
Education/Instrucción, Inc., Hartford, Conn.

Congratulations on your successful efforts to identify and expose racial steering practices among local realtors. This work is beneficial not only to minority home-seekers but to our program. Can I ask you to send me a list of the indicted brokers? If we are doing business with them, we will stop.

BARBARA J. DESIPO.

U.S. DEPARTMENT OF LABOR,
EMPLOYMENT STANDARDS ADMINISTRATION,
OFFICE OF FEDERAL CONTRACT COMPLIANCE.

Boston, Mass., January 16, 1975.

Mr. BOYD HINDS,
Co-Director, Education/Instrucción, Inc., Hartford, Conn.

DEAR MR. HINDS: This letter is in response to your request of January 3, 1975 relating to the conduct of compliance reviews of Federal contractors in the Hartford, Connecticut area.

I regret that existing regulations preclude your inclusion as a principal in the actual conduct of compliance reviews, however, I am concerned with the contributions that you might make to the compliance review itself.

Your efforts and accomplishments in support of equal opportunity and affirmative action have been recognized by this office and, to ensure that every advantage is taken of both the expertise and experience of Education/Instrucción, Inc., I am referring your offer of assistance to the Federal Contracting Agencies that will perform the actual compliance reviews for those companies or corporations noted. I am certain that they will also recognize your Organization as a valuable resource with a definite input into the total review process.

Thank you for your interest and continue the fine effort that you have displayed in our mutual interest.

Sincerely yours,

E. WILLIAM RICHARDSON,
*Associate Assistant Regional Director,
Office of Federal Contract Compliance.*

EDUCATION/INSTRUCCIÓN, INC.,
Hartford, Conn., April 6, 1975.

Mr. JOSEPH VERA,
*Assistant Regional Administrator For Equal Opportunity, Department of HUD,
Boston, Mass.*

DEAR MR. VERA: We write to file a formal complaint against Thomas Meskill and the Governor's Office, Horace Brown and the Office of State Planning, Ruben Figueroa and the Department of Community Affairs, and Lawrence Thompson and the Hartford Area Office of HUD for failing to enforce HUD 701 program requirements outlined in Chapter 4 of CPM 6041.1a.

The specific occasion for this complaint is the submission of a 701 Comprehensive Planning Assistance grant application by the State of Connecticut and the impending approval of the grant by HAO HUD. We have attempted to enlist local HUD's help and support for an honest application of Titles VI and VIII of the Civil Rights Act as they apply here in the State of Connecticut. We enclose a copy of the letter we sent to Mr. Thompson (March 27, 1973) and his reply to us (April 4, 1973). His response is completely (and therefore this complaint) unsatisfactory and serves as further evidence that the HAO is acting in a way which condones the lack of enforcement of Titles VI and VIII. For instance, Director Thompson claims:

(a) "equal opportunity and citizen participation" have been included in discussions. This can obviously be said about other years as well and it is a fact that HAO has approved about two dozen 701 planning grants (including one to the State) each year for several years without enforcing equal opportunity or citizen participation.

(b) that the application we reviewed was not a "final application". But it just so happens that this document was submitted by Governor Meskill on March 1, 1973 with a formal cover letter, with an Overall Program Design, with a "certified" A-95 review . . . and without a single indication of any kind on any page in the 40 page, bound "application to U.S. HUD For Comprehensive Planning Assistance" that it was merely a draft. The application is also now referred to as "Project No. CPA-CT-01-26-1039.

(c) that "normal clearinghouse procedures" have not been followed because the application is a draft. This implies that something may follow or be added which is not true. The A-95 process has been certified as completed as of Jan. 8th.

(d) that our request for a meeting is "misdirected". It is inconceivable to us that we must return to the State Clearinghouse, which has already demonstrated its misuse of the A-95 PNRs and by so-doing has already been part of depriving us and other groups similarly interested of a chance to review and comment and meet with the applicant. It is also passing-the-buck to send us to a meeting where the Office of State Planning is policeman, judge and jury. Where is Mr. Thompson's sense of responsibility and leadership in enforcing 701 requirements?

We point out that of all years the HAO has been dealing with the State of Connecticut, this year is particularly significant. President Nixon's Budget Message and the comments of John McGlennon, Chairman of the Federal Regional Council of New England (recently in Hartford with Mr. Barry) make it clear that more and more funds will be channeled through the State. This may well be the last opportunity HUD has to enforce equal opportunity, affirmative action and citizen participation through the 701 program. It will also be impractical to change an approval once it has been confirmed.

Therefore, we submit our letter of March 27th and a breakdown by race and sex of the utilization of the staff in the Hartford Area Office to indicate the probable merit of our feeling that:

1. The HAO has not enforced equal opportunity requirements and guidelines pertaining to grants received by the Governor's Office, the OSP and DCA.

2. The HAO has not provided sufficient technical assistance and guidance to the Governor's Office, OSP and DCA toward meeting its equal opportunity requirements and failed to review DCA and OSP adequately for equal opportunity performance.

3. The Governor's Office, OSP and DCA are not meeting equal opportunity, affirmative action and citizen participation requirements nor are they monitoring, evaluating or enforcing said requirements in third party contract and sub-contracts and loans of staff members and staff services.

4. The municipalities and regional planning agencies which have been and will be involved in benefiting from the 701 program funds and personnel are not meeting equal opportunity, affirmative action or citizen participation requirements of the 701 program.

5. The Hartford Area Office, itself, has not complied fully with equal employment opportunity and is, as a result, underutilizing minorities and females on its own staff.

Based on this information and our belief, we ask you to call for an administrative investigation of the enforcement of Title VI and Title VIII in Connecticut and call for a compliance investigation regarding the apparent failure of the Governor's Office, The Office of State Planning, the Department of Community Affairs, and the Hartford Area Office HUD to live up to their equal opportunity requirements.

Sincerely,

BOYD HINDS
BEN DIXON
JULIA RAMOS-McKAY,
Co-Directors.

[From the Hartford Times, Mar. 24, 1974]

GROUP SUING REAL ESTATE COMMISSION

A suit will be brought this week against the state Real Estate Commission for allegedly allowing discriminatory practices in housing, says Boyd Hinds of Education Instruction Inc. of Hartford.

Speaking on WFSB-TV's "Face the State," Hinds said the commission was a "copout" and doesn't insure that real estate Commission, defended his fairly and without racial discrimination. He said his unit will sue the commission.

James F. Carey, executive director of the state's Real Estate Commission, defended his unit. Carey said an affidavit has to be filed with the commission before it can act on a complaint.

"We would gladly investigate," Carey told Hinds. Then "we would take the appropriate action."

Carey said the commission annually spends thousands of dollars to promote real estate studies at a special center at the University of Connecticut.

Both Hinds and Carey agreed that racial "steering" goes on in the real estate market.

Hinds said that 90 per cent of the persons studied by Education Instruccion noted that racial "steering" was occurring in Bloomfield.

Hinds also noted that Spanish-speaking persons are being "highly discriminated" against.

Both men also agreed that racial discrimination was taking place in the mortgage market.

Carey suggested a need to get the state and federal governments to help ease mortgage discrimination against minorities.

"Integrated neighborhoods cannot survive in our country," Hinds said.

[From The Hartford Times, Mar. 25, 1974]

RIGHTS GROUP TO FILE SUIT AGAINST STATE UNIT

(By Michele Ingrassia)

A Hartford civil rights group has threatened to file suit in federal court this week against the state Real Estate Commission, charging alleged "dereliction of duty" in allowing discriminatory housing practices to exist.

According to Boyd Hinds, codirector of Education Instruccion Inc. (E-I), the suit would cite the commission for dereliction in four basic areas and seek relief in five areas.

The suit will charge the Real Estate Commission with dereliction of its state and federal duties in allegedly failing to protect the civil rights of all people, Hinds said.

It further contends, according to Hinds, the commission "knew or ought to have known about racial steer- that there is a "total lack of understanding" by the real estate industry of equal opportunity in housing.

Hinds contends that the industry has failed to educate the public and its licensees on the provisions of fair housing laws, and that the commission has failed to monitor the industry and to include fair housing education in its licensing curriculum and tests.

The suit will also cite the commission for alleged failure to cooperate with community groups working for open housing as required by Sec. 509 of Title VIII of the Civil Rights Act of 1968.

The fourth charge of the suit cites the commission for "total failure to deal with special problems of the Spanish-speaking community in the state," said Hinds.

This, he said, includes an alleged lack of material in both Spanish and English dealing with open housing, as well as a lack of bilingual licensing curriculum and testing material.

The suit asks that the commission assign investigators to monitor the real estate industry for lack of compliance with the civil rights and fair housing laws.

It also calls on the commission to hold public hearings in areas of the state where discriminatory housing patterns allegedly exist. These include Hartford, New Haven, New London, Danbury, Norwalk, Bridgeport and Waterbury.

Hinds said the suit will also demand that the Real Estate Commission increase the number of hours in its licensing curriculum that deal with equal opportunity in housing. He said the course must provide "a clear understanding of how racism, sexism and elitism effect home-buying in the field."

Further, the suit asks the commission to print all materials relating to all phases of the real estate industry in both Spanish and English. This includes material on the housing market, the provisions of Title VIII and course material.

Finally, the suit will ask that strict requirements be imposed on the commission to require affirmative action plans for minority and female utilization in all licensed real estate companies. Hinds explained that this would require each company to formulate a plan that would be approved by the state.

STATE OF CONNECTICUT,
EXECUTIVE CHAMBERS,
Hartford, March 18, 1974.

MR. B. MICHAEL MEEHAN,
President, B. Michael Meehan Realty, Inc.
Newtown, Conn.

DEAR MR. MEEHAN: I read with great interest your letters of March 5, 1974 and February 28, 1974, to Mr. Robert F. Hurley, Examiner of the Connecticut Real Estate Commission.

In order that this matter be handled in the most expeditious manner, I have taken the liberty of forwarding copies of your letters to the attention of Mr. James Carey, Director of the Connecticut Real Estate Commission, requesting that he review and contact you directly on this matter.

I am sure that you will be hearing from Mr. Carey in the very near future.

Meanwhile, if I can be of further assistance to you on this matter, please do not hesitate to contact me.

With best wishes,

Sincerely,

THOMAS J. MESKILL,
Governor.

[From the Hartford Times, Sept. 13, 1974]

REALTY BOARD SUED FOR MONOPOLY

BRIDGEPORT, CONN.—Two Fairfield County residents are challenging a statewide affiliation of "realtors" which they claim has caused more than \$300,000 in losses to real-estate customers and independent agents.

A class-action suit filed Thursday in U.S. District Court is aimed at "exclusive" realty boards and their members who allegedly share business among themselves but bar about 24,000 independent agents.

It contends that the board, through Multiple Listing Services (MLS), control property prices and attempt to monopolize sales in violation of the Sherman Act.

The suit claims treble damages which it says could total more than \$1 billion if other customers and agents are allowed in the class action.

The complaint was initiated by B. Michael Meehan, owner of a Newtown real estate firm, and Richard Rubin, who bought and sold property in Westport in recent years.

In the complex, 20-page complaint which took six months to prepare, they challenge the Connecticut sales domain of agents who acquire the trademark status of "realtor" by joining the National Association of Realtors.

An MLS is offered by realtors who share the cost of exchanging information about properties each handles and therefore covers a wider area than one firm normally does. Non-realtors are barred from participating, the suit contends.

About 75 per cent of the residential property sold in Connecticut is handled "exclusively" by MLS, it states.

By "exclusive," it means that owners listing a property on a MLS promise to pay a commission to the MLS member even if the sale ultimately is made by the owner or a non-member.

For those reasons "independent brokers are virtually foreclosed from competition in the real estate market," the suit states.

The complaint names 21 boards of realtors, MLS and realtors doing business in most parts of Fairfield County. Also named are the national and Connecticut associations of realtors.

The state has about 30,000 licensed real estate brokers and salesmen. Some 6,000 of them are realtors or their associates, according to James F. Carey, executive director of the Connecticut Real Estate Commission.

In an unusual move, the suit asks that all Connecticut realtors not named in the complaint be sued as a class.

Therefore, if the double class action is allowed by the court and if the plaintiffs win, any state resident who bought or sold property from a realtor in the state and claims financial loss can seek damages.

Besides damages, Meehan and Rubin ask the court to order Connecticut MLS opened to all real estate agents.

They also ask that the defendants be ordered to stop their allegedly illegal activity.

Meehan and Rubin are represented by Koskoff, Koskoff, and Bieder of Bridgeport.

Meehan at one time complained to the state Real Estate Commission that the MLS should be licensed, according to Commission Director Carey.

The commission decided further licensing was not necessary because individual MLS members are regulated by the commission, Carey said.

He acknowledged that all five commissioners are realtors and that four of them are former presidents of the state realtors association, which is named in the suit.

Similar suits in other states have forced MLS to admit any licensed real estate agents willing to contribute costs, but the Connecticut system has never before been challenged in court, he said.

EDUCATION/INSTRUCCIÓN, INC.,
Hartford, Conn., December 21, 1971.

Mr. JAMES CAREY,
Executive Director, Connecticut Real Estate Commission,
Hartford, Conn.

DEAR MR. CAREY: Would you please send us a copy of your outline of prescribed elements, materials, texts, etc. which you use as a criteria for approving courses in real estate principles and practice, related subjects and the content of such courses.

Our main concern is racism in the real estate institution (priorities, policies, procedures, practice, attitudes, etc.). Would you please give us an example or a sample of the kind of question you ask on your personal written examination which best covers discrimination against individuals because of race, creed, color, national origin, sex, age or ancestry.

We are particularly interested in your interpretation of and the criteria you use for 20-314 (Qualification for License):

(a) Licenses shall be granted only to persons who bear a good reputation for honesty, truthfulness and fair dealing and who are competent to transact the business of a real estate broker or real estate salesman in such manner as to safeguard the interests of the public.

(b) . . . The commission may require such information with regard to the applicant as he deems desirable, with due regard to the paramount interests of the public, as to the honesty, truthfulness, integrity and competency of the applicant and, where the applicant is a corporation, association or partnership, as to the honesty, truthfulness, integrity and competency of the officers of such corporation or the members of such association or partnership.

We would also like to know how you relate your functioning as a state commission to the needs of individuals whose dominant language is Spanish.

We look forward to hearing from you at your earliest convenience.

Sincerely yours,

BEN DIXON,
JULIA RAMOS,
BOYD HINDS.

EDUCATION/INSTRUCCIÓN, INC.,
Hartford, Conn., January 5, 1972.

Mr. JAMES CAREY,
Executive Director, Connecticut Real Estate Commission,
Hartford, Conn.

DEAR MR. CAREY: Thank you for the materials you sent us regarding the real estate examination study areas and Real Estate Commission responsibilities; however, you did not respond to four of our five questions in our letter dated 12/21/71. Those unanswered items were:

1. Our main concern is racism in the real estate institution (priorities, policies, procedures, practice, attitudes, etc.). Would you please give us an example or a sample of the kind of question you ask on your personal written examination which best covers discrimination against individuals because of race, creed, color, national origin, sex, age or ancestry?

2. We are particularly interested in your interpretation of and the criteria you use for 20-314 (Qualification for License): (a) License shall be granted only to persons who bear a good reputation for honesty, truthfulness and fair dealing and who are competent to transact the business of a real estate broker or real estate salesman in such manner as to safeguard the interests of the public.

3. (also) (b) . . . The commission may require such information with regard to the applicant as he deems desirable, with due regard to the paramount interests of the public, as to the honesty, truthfulness, integrity and competency of the applicant and, where the applicant is a corporation, association or partnership, as to the honesty, truthfulness, integrity and competency of the officers of such corporation or the members of such association or partnership.

4. We would also like to know how you relate your functioning as a state commission to the needs of individuals whose dominant language is Spanish.

Will you please clarify your position relative to these points? For your information, we are sending copies of this second letter to the Human Rights Commission, Governor Meskill, your Commissioners and other individuals who have expressed an interest in knowing the results of our inquiry.

We look forward to hearing from you at your earliest convenience.

Sincerely,

JULIA RAMOS,
BOYD HINDS,
BEN DIXON.

EDUCATION/INSTRUCCIÓN, INC.,
Hartford, Conn., January 5, 1972.

Governor THOMAS J. MESKILL,
Governor's Office,
Capitol Building, Hartford, Conn.

DEAR GOVERNOR MESKILL: We enclose for your information a copy of a letter we sent the Real Estate Commission (12/21/71), their reply (1/3/72) and our subsequent response (1/5/72). We also include some printed information about us and what we are doing.

Our main concern is racism in the real estate "institution", i.e., corporations organized to produce profits (like real estate companies, insurance companies, banks, etc.), well-established attitudes (like where one chooses to live, work, vacation, pray, etc.) and structured roles and relationships (like rich-poor, educated-non-educated, management-labor etc.) which are accepted as standard operating procedure for life in Connecticut.

Even a superficial look at Hartford area statistics show that there is a tremendous racial imbalance in the Capitol Region (typical of other cities). The suburbs have a standard complement of less than one percent non-white population. Minority real estate ownership is even less. Minority commercial ownership is virtually non-existent in the suburbs. The value of a home in Simsbury (non-white population 4/10's on one percent) between 1960 and 1970 increased three times as much in value (87.8%) as a home in Hartford (non-white population 26%). The population of Hartford has dropped more than 4,000 in the last ten years while the percentage of blacks and Puerto Ricans has increased steadily. Obviously there are many social/economic problems left behind in the city in the form of vacant houses, unkept property, sagging values and other ramifications of segregated education, unequal health/recreation/social services, etc.

The Preamble of the National Association of Real Estate Boards points to the only definition of the problem which will produce a solution:

"Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. The Realtor is the instrumentality through which the land resource of the nation reaches its highest use and through which land ownership attains its widest distribution. He is a creator of homes, a builder of cities, a developer of industries and productive farms . . . etc."

The Connecticut Real Estate Commission has been charged by the General Assembly with issuing licenses to brokers and salesmen, judging qualifications, determining competency, requesting information to safeguard the interests of the public, approving real estate courses, etc. The Commission sets the tone and

determines the prerequisites, procedures, etc. which will wisely utilize Connecticut land and assure its widest distribution. We, therefore, hold them accountable for the existing racial/economic imbalance in housing and real estate ownership and for instituting corrective measures to respond to the needs of all citizens in the state of Connecticut.

Please help us to get answers to our questions.

Thank you.

Sincerely,

BEN DIXON,
JULIA RAMOS,
BOYD HINDS.

CONNECTICUT CIVIL LIBERTIES UNION,
Hartford, Conn., January 21, 1975.

A significant number of state agencies are in violation of a state statute which requires them to file affirmative action activities in their annual reports to the governor, according to William Olds, Executive Director of the Connecticut Civil Liberties Union (CCLU).

The State Code of Fair Practices (Section 4-61K) which was passed in 1969 guarantees equal employment opportunities and requires all state agencies to review regularly their personnel practices and operations to ensure that the state is not a party to any agreement or plan which has the effect of sanctioning discriminatory practices. The law requires all bodies of the state government to include in their annual reports to the governor activities undertaken each year to implement the intent of the statute.

However, a review of the Digest of Connecticut Administrative Reports to the Governor over the past five years shows that most state agencies have totally ignored the law and have not filed the required reports, according to Olds. He characterized the failure of the state agencies to carry out the mandate of the Code of Fair Practices as "government lawlessness which in effect perpetuates and creates inequalities."

Olds said that former Governor Thomas Meskill had abdicated his responsibility to see that the law was enforced and should have rejected or returned the reports to each agency until it was in compliance. He said that when the issue was brought to Meskill's attention he did send a memorandum to each state agency on July 9, 1974 alerting them to the provisions of the act—and reminding them of a September 1, 1974 deadline. However, Olds says, "Most agencies chose to ignore again the requirement and Meskill, by accepting the reports, chose not to carry out the legal mandate of equal opportunity."

Olds asserted that not only have most state agencies not filed the required reports, they have also failed to recognize their civil rights responsibilities by not making use of various mechanisms available to them. Most agencies, he said, "have adopted a passive role—such as relying solely on the receipt of complaints. The result is an indifference to equality."

Among the worst offenders in failing to file the required information are: the Welfare Department; the Department of Transportation; the Department of Finance and Control; the Department of Motor Vehicles; the Department of Correction; the Department of Consumer Protection; the Liquor Control Commission; the Department of Children and Youth Services; the Department of Public Works; the Real Estate Commission; the Banking Department; the Office of Central Collections; the Office of State Planning; the Commission on Aid to Higher Learning; the Student Loan Foundation; the Board of Trustees of State Technical Colleges; the Veterans' Home and Hospital; Undercliff Mental Health Center; and the Alcohol and Drug Dependence Division. The State Labor Department failed to file the required reports for the past two fiscal years.

Among those agencies which did comply with the statute are: the Treasurer's Department; Personnel Department; the Secretary of State's Office; the Commission on Human Rights and Opportunities; the Office of the Attorney General; the University of Connecticut; the Department of Health; the Department of Mental Health; the Department of Commerce; and the Commission for Higher Education.

Senator BURDICK. Senator Scott?

Senator SCOTT. I did not understand which group you were referring to on that statement.

Mrs. KITOWSKI. I had only one copy. I'm sorry. The group is Education/Instruccion, and I gave the copy to the chairman.

Senator SCOTT. Education/Instruccion?

Mrs. KITOWSKI. That is the name of the group which had received commendation letters from the U.S. Department of Justice for its work in open opportunities in housing.

Senator SCOTT. Now, you have made an extremely good statement, Mrs. Kitowski, but we have no identification except that you say you are a citizen, and yet you obviously have great concern in many areas.

Mrs. KITOWSKI. I think if you look on item 2, which for good or evil indicates that I received an award from the U.S. Department of Environmental Protection recently, that that gives you some identification. I am not anxious to publicize the award, but I am anxious to clarify where I come from.

Senator SCOTT. Well, that is the sort of thing that I was inquiring about. For example, are you involved actively in health service organizations, for example?

Mrs. KITOWSKI. No.

Senator SCOTT. You say you are a registered nurse?

Mrs. KITOWSKI. That is correct.

Senator SCOTT. So is my daughter, and I wondered whether that led to your interest and membership in some of these health organizations?

Mrs. KITOWSKI. I returned to work as a registered nurse, or, possibly in 1970 or 1971, and I was overwhelmed with the fact that a whole new discipline has been created in each one of the hospitals, in all of the urban areas. It is the discipline of respiratory disease and the treatment of it. When I was trained as a nurse in Boston this was not even a discipline within the hospital. I began to explore what the causes were felt to be of this increase in respiratory disease, 130 percent increase in emphysema in Connecticut alone in the last 10 years and I discovered that one of the areas felt to be most significant was that of automobile pollution. I expect that I just backed into the combined area of pollution and trying to overcome transportation problems which had been created by the automobile. Once again, I think that if someone is going to state that our previous Governor was responsive, they really have to ask him to explain why, when the letter came down on August 17th of 1973 from the U.S. Department of Environmental Protection indicating that areas in the State of Connecticut were under transportation controls because of this pollution, leading to this respiratory disease, the Governor did not call a crash conference of his State Department of Transportation, Labor, Health; but no departments were notified of that letter.

The State Department of Transportation found out some time later that that letter had come down, and as late as January, the local top-ranking official of the Federal Highway Administration still was unaware of it. So I feel that that indicates a lack of responsiveness to very crushing needs which I saw as a nurse when I returned to work, if that answers your question.

Senator SCOTT. Yes. It indicates how well informed you are, but it does not tell me whether you became so well informed simply through reading the newspapers or through having some activity in some organization or organizations. I wondered what organizations you belong to which would explain your interest in public affairs?

Mrs. KITOWSKI. All right. Even though I am not speaking for it, and because I would like to be able to speak just as a citizen, I am the coordinator of a group called the "Connecticut Transportation Coalition."

Senator SCOTT. Coordinator of a group called the Connecticut Transportation what?

Mrs. KITOWSKI. Coalition, which consists of perhaps 20 to 25 groups around the State concerned with reordering priorities in transportation and attempting to alleviate the environmental effects which have been felt as a result of poor transportation policies. It is a group which is perhaps 2 or 3 years old, but I consider them public transportation advocates.

Senator SCOTT. Have you had any correspondence with the agencies of the State on this matter during the administration of Governor Meskill?

Mrs. KITOWSKI. Yes.

Senator SCOTT. And that correspondence was not satisfactory to you, is that right?

Mrs. KITOWSKI. I would have to say that I felt that the agencies were hamstrung, that the Department of Environmental Protection has its heart in the right place, but its eye on whether or not their budget is going to be cut because they have taken an unpopular position. I think the Department of Transportation, for which I have a great deal of affection, even though they may not always come out with my conclusions, is gradually moving into a more enlightened position regarding transportation. I do not think I could say that the correspondence was unsatisfactory. Some of it did not happen to be truthful, but all of the correspondence, of which I have perhaps 10 file drawers full—if anybody wants to check it, be my guest—the correspondence from the Governor's office was the least responsive.

Senator SCOTT. Are you saying that the Governor did not tell the truth? I think —

Mrs. KITOWSKI. No. No. I was not referring to his letters as being untruthful. I happen to have been referring to one in the Department of Transportation. For example, when an attorney from Day, Berry & Howard wrote to the Department of Transportation asking for them to give information on this position, which I referred to in item 4, he received a letter back from the Deputy Commissioner saying that no such position existed. That is one example of a statement which did not happen to bear up when he went down and happened to discover that it was there.

Senator SCOTT. You appear here in an honest capacity, and you can appear here as a concerned citizen. But I am asking you perfectly sincerely to explain what you mean when you say: "Although I do have organizational affiliations." You did not go into them and I want the record to be full.

Mrs. KITOWSKI. All right. Sure.

I have been coordinator of this group. I believe in the EPA statement they indicate that the highway was first publicized in 1969, with a large newspaper picture on March 26, 1969. I-291 was planned to go through the reservoir area, the reservoir that serves 386,000 people in the area. My children brought the picture to my attention and I, again, somehow backed into that one and became chairman of the group called The Committee To Save the Reservoir.

Senator SCOTT. The Committee To Save the Reservoir?

Mrs. KITOWSKI. Right.

I cite that group, such as that group functions. Although we happened to win that, and the highway was canceled, I still consider that one of my original qualifications. That group expanded and began, as I say, or became a regionwide group, and then a statewide group, working toward the advocacy of increased public transportation in order to meet environmental needs.

Senator SCOTT. Do you belong to some other civic organizations?

Mrs. KITOWSKI. Yes. I belong to the American Civil Liberties Union, and I belong to the Unitarian Church.

Senator SCOTT. The Unitarian Church?

Mrs. KITOWSKI. Right.

Senator SCOTT. The American Civil Liberties Union? All right. I am just trying to be sure we get this.

Mrs. KITOWSKI. I was at one time the coordinator of the Citizens To Improve Law Enforcement in Hartford, which consisted of a number of church and civic groups concerned with police misconduct. I am delighted to say that we now have a very superior police chief in Hartford who is doing an excellent job, and that group simply disbanded because there was not the need for them to continue this kind of a monitoring process, if you want.

Senator SCOTT. You have been active in civic life in many areas. Have you also been active in political life?

Mrs. KITOWSKI. No.

Senator SCOTT. You never took any active part in politics at all?

Mrs. KITOWSKI. I do not think that it would be considered legitimate. Whatever candidate I seemed to have supported always seemed to have been somewhat beyond the pale. The reform candidates in the Democratic Party in Hartford, whom I knew personally, I worked with very causally. I'm afraid I am not a very dedicated political worker, but it was a friend—who lost. I do not believe I was even a registered Democrat at that time.

Senator SCOTT. You were even left of the Democratic Party at that time?

Mrs. KITOWSKI. I have no position. In the last election I voted for, I believe, two Republicans and three Democrats, and in the previous election I think it was just the reverse, three Republicans and two Democrats. I am not the kind of a person that either party really wants to have. I do not seem to have that kind of a religious feeling about it.

Senator SCOTT. Well, that is really a very healthy attitude. Thank you.

Mrs. KITOWSKI. Thank you very much.

Senator BURDICK. I would like to have you clarify one thing. You referred to the Governor's appointment of a gentleman to the court

against the recommendation of the Connecticut Bar Association. Will you state who the person was and when the appointment was made?

Mrs. KITOWSKI. I am sorry. What did I say?

Senator BURDICK. You said that the Governor appointed someone to the Connecticut bench.

Mrs. KITOWSKI. Oh, right. I should have named him. That is former Republican State Chairman Brian Gaffney, who was appointed to the bench in Connecticut.

This editorial may show the exact date. He was appointed to the court for which the bar association in Connecticut had already——

Senator BURDICK. Can you say approximately when this happened?

Mrs. KITOWSKI. Just a minute. Let me look. It does not have the date on this. I am sorry. If you really would like to know when Brian Gaffney was appointed to the bench you can ask Governor Meskill, because I suspect that he knows the date better than I.

Senator BURDICK. Is this a recent appointment?

Mrs. KITOWSKI. Yes.

Senator BURDICK. And the Bar Association in Connecticut, was this a recent action on their part?

Mrs. KITOWSKI. Yes.

Senator BURDICK. And they were opposed to this nomination?

Mrs. KITOWSKI. Yes.

Senator BURDICK. We will find out the dates later.

Mrs. KITOWSKI. Yes. I am sorry I do not have that information.

Senator BURDICK. Without objection, your statement and attachments will be made a part of the record.

Senator HRUSKA. I have no further questions.

Senator BURDICK. Thank you.

The subcommittee had planned to conclude this at 12 o'clock today, as I said in my opening statement. We had hoped to keep that schedule, because the chairman of the subcommittee, who is Senator Eastland, chairman of the full committee, will be calling a subsequent hearing. But I understand that the Governor would like to be heard at this time. Is that correct?

Mr. MESKILL. Yes; Mr. Chairman.

Senator BURDICK. Well, we will let you be heard in full when we reconvene and, if you wish, we will come back today at 1:30 and accommodate you at 1:30.

[Whereupon, at 12:02 p.m., the subcommittee recessed to reconvene at 1:30 p.m. the same day.]

AFTERNOON SESSION

Senator SCOTT. The subcommittee will come to order.

Governor, we are very glad to have you back.

Senator Burdick will be here shortly.

Senator Weicker.

TESTIMONY OF LOWELL P. WEICKER, JR., U.S. SENATOR FROM CONNECTICUT

Senator WEICKER. Senator, I delighted to be here to introduce former Governor Meskill to you and to the committee.

I would like to make only this opening comment that I have sat through these hearings and I have been very proud indeed to represent the State of Connecticut as I have seen the people of Connecticut comment on this matter. I mean even those that have opposed the Governor. They have done so carefully and precisely and they have expressed their point of view.

Fair enough, that is what this system is all about.

By the same token, when it has come to those issues that address themselves directly to the issues involved with this committee, and when the Connecticut legislators speak, when the Connecticut lawyers speak, and the Connecticut prosecutors speak, when the Connecticut congressional delegation speaks, when the Connecticut members of the leasing commission that wrote this committee report spoke, when the witness that apparently was so key in damaging the Governor spoke, one individual from Connecticut, there seems to be a very consistent story that comes forth, and the trouble seems to arise only when issues are raised by virtue of second or thirdhand knowledge, by virtue of newspaper clippings, by virtue of members of the Bar Association from outside Connecticut who too, in a very incomplete way, gather their information.

Now, it is my privilege again to have eyeball to eyeball the man who is the subject of this hearing here in order that again anyone who has any questions will have the opportunity to direct those questions to him and get answers directly from him.

With that, I give you Governor Meskill.

Senator SCOTT. Thank you, Senator Weicker.

Go ahead, Governor, and I note for the record that Senator Burdick has arrived.

TESTIMONY OF THOMAS J. MESKILL, FORMER GOVERNOR OF CONNECTICUT, NOMINEE

Mr. MESKILL. Thank you, Mr. Chairman. Thank you, Senator Weicker.

I would like first of all to thank President Ford for once again re-nominating me for this high judicial post, and I would like to thank the members of this committee for the many hours that they are devoting the confirmation of my nomination.

Heretofore you have heard from witnesses, both yesterday and today, and none of these witnesses were under oath. I would like to be placed under oath.

Senator BURDICK. Do you swear the testimony that you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MESKILL. I do.

Mr. Chairman, the opposition to the confirmation of my nomination has dealt with really three factors: first, legal experience; second, judicial temperament; and third, my integrity.

As to the first two matters, legal experience and judicial temperament, I think that we have had witnesses speaking on my behalf who have dealt with these matters, I believe, rather completely and objectively, and I think that would be unjudicious of me to be tooting my own talents or my own temperament.

On the matter of integrity, I feel a little bit different, because as important as this position is to the courts and to the society, and as important as this position is to me, when I look toward my future, my reputation is more important to me than any judicial appointment. Any attacks on my reputation I view with considerable alarm.

I realize that this committee has a heavy responsibility and I commend the members of the committee for their efforts in carrying out this responsibility. It is a lifetime appointment. The Senate does not want to make a mistake, and I do not want the Senate to make a mistake. Nor do I want to be confirmed under any cloud.

Way back when my nomination was first made by President Nixon, and the opposition from various sources became known, I told Senator Weicker, I assured him that in March, when I originally told him that I was interested in filling this vacancy and asked for his support, and he was informed, and he informed me that the ABA would oppose me, I knew that the opposition would be strong and vigorous. I knew that I would be subject to the closest scrutiny by an FBI investigation of me, and of everything I have done from the time that I was a boy. And I told him, and I gave him my assurances, that if there were anything in my background that would be embarrassing to me or to my family, or to him for having supported me, I would have been prudent enough to have stated last March no thanks, I do not think I want to be a judge.

I would like to give this same assurance to the members of this committee and to the members of the Senate. I will repeat that there is nothing in my background, either private background or in my public life, that would in any way embarrass Senator Weicker. President Ford, or the United States Senate if I am confirmed and appointed.

The issue of integrity seems to deal primarily with allegations concerning leasing practices in the State of Connecticut. We have heard a lot of evidence, a lot of testimony, seen a lot of newspaper clippings on this particular matter. A joint statement was issued by Senator Weicker and members of the leasing committee back in December which I would like to read. I am sure it is in someone's files, but I think it should be in the record, and it says the leasing committee has met with Senator Weicker and the counsel from the Senate Judiciary Committee and has endeavored to provide them with whatever facts it has available concerning leases entered into during Governor Meskill's administration:

Realizing that this leasing committee is not charged with the legality of persons' acts, the committee, to the extent its investigation has gone, has expressed its opinion that it has no evidence of any involvement by Governor Meskill in any illegal act. The committee entered no statement as to the Governor's judgment or propriety, especially as to those issues that may be of concern to the Senate Committee, the Judiciary Committee of the United States Senate.

There was a disclaimer by the subcommittee of the Appropriations Committee dealing with leasing in the State of Connecticut which is quoted on page 16 of the statement submitted to you by the Association of the Bar of the City of New York and I would like to quote that:

We . . . wish to emphasize . . . that the sub-committee's sole function was to investigate leasing procedures and practices and it was neither the duty of the committee nor the function of the committee to investigate possible wrongdoing

by any individuals and the results of this sub-committee's investigation are, in no way, intended to exonerate or indict any individuals.

I read both of these statements, because while we have seen in the New York Bar's material and the American Bar's material which was circulated to the members of this committee earlier, and the testimony which they gave before this committee, where there were enclosures of newspaper articles, there were no enclosures of the newspaper articles that had headlines "Meskill Not Guilty of Any Illegal Acts," or the New York Times article, "Connecticut Panel Clears Meskill's Name." or "Lease Unit Clears Meskill." None of this was mentioned. There were earlier clippings, however, indicating that something might be wrong, and something might be wrong with my character, something might be wrong or lacking as far as integrity is concerned.

The committee has said that it was not looking into acts of illegality or impropriety, that they were looking into leasing procedures, and for that reason, while I realized and I respect the decision of this committee to await the appendices to the report, in view of the fact that the formal report does not deal with these, the appendices may be very interesting, and I hope they are, but I really do not feel that the appendices are going to answer any questions, because when they come in, the same question can be raised: Well, the committee was not looking into that, and we still have to look into Governor Meskill's integrity.

There has been no witness that has testified as yet of any wrongdoing on my part and I do not believe that there will be any because there has not been any wrongdoing on my part.

The second statement that I would like to deal with is the illusion that has been attempted to be created dealing with the situation that there has been some wrongdoing in leasing in Connecticut, and even though the Governor was not involved, and even though he may not have known about specific cases, he allowed it to happen, he condoned it, he did not do anything about it.

We had testimony earlier from Representative Stevens, a minority leader of the Connecticut General Assembly, who dealt specifically with legislative changes during my administration, to wit they improved the leasing procedures of the State. Obviously, we have not been completely successful, and I certainly hope that the procedures will be further improved. But, we have not ignored the problem.

I signed the law. I signed into law the legislation which created improvements in the leasing procedures in 1973. Furthermore, in 1973, my administration requested the creation of the State commission to further study building contracting and leasing procedures, and there is a clipping here. If the committee wishes, I will give it to them. But unfortunately, this did not pass. It was not acted on favorably by the general assembly.

And as far as the administrative actions are concerned, control procedures which we have, checks and balances concerning issuance of checks uncovered a fraud, at least one fraud involving a lease in the city of Bridgeport. This was one of those situations that I turned over to be investigated, I believe by the State's attorney. And as a result, an individual was arrested and was dealt with by the criminal justice system.

I halted a community college lease in Hartford when the attorney general called to my attention or made a claim that there was something wrong with the lease and that the State was not getting a fair shake. So I think it can be said that those things that were brought to our attention, or to my attention, action was taken.

It was also the impression, or there was the attempt to create the impression, that I have been unavailable, I have not cooperated with the people who wish to investigate what was going on. I would like to just mention that I feel I have been completely cooperative with every agency, every committee, and every individual who has been charged with any of the review functions dealing with this nomination or any of the investigative functions of the general assembly's leasing committee.

First, the FBI. They spent quite a bit of time with me on that interview, and I cooperated to the best of my ability. I was visited in my office by the staff and members of the committee, this is the leasing committee, counsel and assistant counsel, on two occasions. And then on one other occasion they asked if I wanted to respond either in person or with a written statement, and in that case I responded with a written statement. I had not been unavailable to that group, and I have not turned down any requests to testify or to furnish information.

From the ABA I was interviewed by Mr. Connelly back sometime in the late summer. Maybe it was early September. This was the original ABA interview that follows the submission of the questionnaire, the confidential questionnaire to the FBI or to the Justice Department and to the ABA. I had reservations about being interviewed by the New York Bar Association. There was a question raised at the September hearing when Mr. Vance sent a telegram complaining about the fact that I had not submitted to an interview by him, and I stated at that time I had been advised by the Justice Department that the only bar association that had any quasi-review function was the American Bar Association, and he advised me at that time not to submit to such an interview.

At that time the New York Bar pressed very vigorously. I consulted with Senator Weicker and he advised me that he objected to the review, analysis, interviewing, rating or anything else of any nominee that he was supporting except by the forum charged by the Constitution of this Nation and the statutes of this country with the responsibilities dealing with the appointment and the confirmation of judges.

And that forum is the Judiciary Committee and the United States Senate. I have cooperated with this committee in the past. I will cooperate with this committee in the future. I have great respect for it. This is the forum, here I am, I am under oath, and, Mr. Chairman, I am perfectly happy to stay here as long as any member of this committee has any question he wishes to ask of me.

I would like to resolve any questions that you have in your mind, because I hope that when the questioning is completed, you will feel that you can recommend to the full Senate confirmation of my nomination.

Senator BURDICK. Senator?

Senator SCOTT. Governor, as I recall when we had the last hearing, some suggestion was made that we should delay consideration pending

a report from this Connecticut leasing committee, and action was delayed, not necessarily for that reason, though that was cited, I believe, as one of the reasons. And now again we are told, after ample notice of this reappointment and hearing, that the Connecticut committee cannot finish its report until February 1. Do you know any reason for that delay?

Mr. MESKILL. I do not, Senator.

Senator SCOTT. It would be interesting to see when February 1 comes whether they suggest February 8 or February 15. I know that you cannot answer, but I am by nature a highly suspicious person.

Mr. MESKILL. I am aware that the committee has had some—and I only know this from reading the papers—that they have had an extension of 5 weeks of their legal existence. For what purpose I do not know.

Senator SCOTT. Well, I think the record should show that I personally have my own reservations as to whether they will meet the February 1 deadline for whatever reason or motivation they may have.

The last witness, I think, Mrs. Kitowski, can you tell me if to your recollection she ever voiced any complaints directly to you, and if so, do you recall what they were?

Mr. MESKILL. Yes, Senator, I do. Mrs. Kitowski and I walked the area that would have been involved in the proposed interchange, the I-291 extension in the Hartford Reservoir Area, during the campaign. And that was when I first met her. She is very concerned about that area. She is very concerned about the environment, and she has been in correspondence, I know, with various State agencies. I do not believe I have met with her personally since that time, although I am not sure. I know that there have been communications back and forth, and I know I have read of her statements in the press. She is a very interested lady in what goes on in government and what goes on in and around the State of Connecticut.

Senator SCOTT. Now, the letter from Professor Levy cites various reasons why some members of the faculty of the Connecticut University Law School, if that is the right title, have had some disagreements with you as Governor. What was the nature of the matters to which some of them seem to have taken exception?

Mr. MESKILL. I think the first justification for their opposition, if I can call it that, and it has been stated by some witnesses, was the issue of the University of Connecticut law clinic. And I think it has been exaggerated somewhat. The law clinic was not closed. There was a threat of closing it for lack of funds, however. Not a threat from me, but either in my state of the Union message or my budget message, the first month I was Governor I stated something to the effect that we were not going to fund the clinic if it was going to continue with the practices at present, and the practice that precipitated this was it was reported to me that the clinic had used taxpayers' funds to, I believe, have a red flag made and burned for the purpose of getting arrested, for the purpose of challenging the State statute and the whole red flag law that had been on the books for many years. And my feeling was at that time, in view of the fact that the State of Connecticut, when I was inaugurated, was spending \$10 million per month more than its

revenues at that time, and we had to make cuts, I felt that this kind of practice by the law clinic was an extravagance; and I felt that if this was the kind of activity they were going to get involved in, then they should not be funded. Subsequent to that there were meetings with people at the law school and we did have a resolution of the problem. I said I was not opposed to law clinics, legal clinics. I think they can do a great deal for the education and training of young lawyers. And we did come to an accommodation. The clinic was never closed.

The other, the second item, and it was not just the law professors, it was all of the teachers in higher education, I felt that we had to forego the annual increment which was the pay increase that they would have gotten that year just by virtue of living, just by virtue of being on the payroll another year, that that was foregone, we could not afford it. The following year they got their increment, but the teachers in higher education felt that they should have gotten a double increment to catch up because every year they were still losing what they lost the first year. And they are correct, they were. But it was just a matter of a State not being able to afford that increment. We also had evidence that the salary levels of our teachers in higher education, in all of our institutions, almost all of the levels were the highest in the country. And I think it was one lever where Yale was higher, one professorial level, but Connecticut has really been a pacesetter, and we felt that under the financial situation that we were facing, that we just could not afford to go higher than we already had that year.

Senator SCOTT. So the opposition of a number of members of the faculty of that law school came, whether it is related or not, came from faculty members who felt that they had lost pay increases, or pay increments at some point in these negotiations, whether related or not, they had lost the pay?

Mr. MESKILL. They had, sir.

Senator, I cannot really comment on what a man's motivation would be.

Senator SCOTT. I would stay away from the motivation, except to suggest that they had lost pay, they had a controversy with you, and then they made an adverse recommendation about you. There is a sequence of events from which one may draw any conclusion he wishes.

Mr. MESKILL. Yes, sir. They had good reason to be mad at me.

Senator SCOTT. Yes. Thank you.

Senator BURDICK. Senator Tunney?

Senator TUNNEY. Thank you, Mr. Chairman.

It is nice to have you before the committee, Governor Meskill.

I was not here at the beginning of your testimony, but did I understand you to say that you are not going to be answering questions on anything other than just the question of integrity? Is that correct?

Mr. MESKILL. Oh, no, sir. Senator. I will answer any question you have. I said only that I was not going to comment on my legal qualifications in my original statement. I only wanted to make some remarks about the integrity issue.

Senator TUNNEY. Fine. I would like to ask a few questions about legal qualifications and about the charges that have been made by the association of the Bar of the city of New York with respect to certain parts of your submissions to the Justice Department, and to the com-

mittee, so that we can get the record straight. Perhaps let us just go first to the charges that have been made by the New York Bar.

Mr. MESKILL. Excuse me, Senator. May I get something from my desk to answer these questions?

Senator TUNNEY. Yes, certainly. Do you have the statement of the New York Bar before you?

Mr. MESKILL. Yes, I do, Senator.

Senator TUNNEY. If you could just, Governor, turn to page 3 of that statement, in the second paragraph, the bar alleges that:

With respect to one case, *Torello v. Carfi*, which the candidate listed as a one-day trial in Superior Court, Hartford, in 1960, we contacted the lawyer who tried the case for the defendant, Anthony Monterosso, Esq. He informed us that this case was tried by Mr. Dorsey, Mr. Meskill's law partner, and not by Governor Meskill. On Saturday, January 18, we asked Governor Meskill by telephone whether he remembered the case, which we identified for him specifically, and whether Mr. Monterosso was his adversary. When he said that Mr. Monterosso was the adversary, we asked him whether he had tried the case. He said that Mr. Dorsey, his partner, had examined the witnesses but that he, Governor Meskill, had written out the questions.

Can you indicate to the committee whether this statement by the New York Bar there is correct?

Mr. MESKILL. It is partially correct, Senator. We did have a conversation. I think what is said is correct, but something was left out of it.

First I would like to say, and I will read to you the direct question on the ABA questionnaire, but first of all, the questionnaire is confidential. The 10 cases I listed were put into the record at the last hearing by the ABA, and then evidently the record, which is obviously public information, I assume, is available to anyone, so the New York Bar perhaps did not have the question to which the cases were the answer. So I will read you the question. The question is: "Describe not more than 10 of the more significant litigated matters which you handled, and give the citation of the cases, if the cases were reported," and then it says to give a capsule summary and et cetera.

My answer in the *Torello* case was as follows, and incidentally, what I told the gentleman who called me on Saturday was that it was my case, and that I brought it into the office, that my recollection was that my partner had examined most of the witnesses, I was not sure whether he had examined all of them or not, but that if he had, I was present, and I managed the case. And what I said in my questionnaire was, "my partner, Leonard W. Dorsey, and I tried this case for the plaintiff."

Now, this was to the best of my recollection. When I sent my questionnaire to Mr. Connally, I enclosed a letter—I'm sorry, I sent it to Mr. Silverman, and to Mr. Sutro. In the letter to Mr. Sutro, I said the information is as complete and comprehensive as I am able to furnish in view of the fact that I am no longer a member of the law firm, nor do I have easy access to the firm's files or the corporation counsel's office of the city of New Britain. If there is any other information that you require, please contact me and I will do my best to furnish it as expeditiously as possible. This letter was dated March 18, 1974. I have never heard from the American Bar Association of any question on this, so I assumed that they were satisfied.

If I was in error in any of this, then I stand corrected by whatever the record shows, but I did my best.

Senator TUNNEY. As I understand it, that statement that you read about you and Mr. Dorsey handling the case was the submission that you made to the American Bar?

Mr. MESKILL. To the American Bar Association and to the Justice Department.

Senator TUNNEY. They go on to say of that case that:

It was a simple one-day trial in which the plaintiff, represented by the Meskill firm, claimed that she had bitten on hamburger containing fragments of bone, and the court dismissed for failure of proof.

Is the fact recited there accurate?

Mr. MESKILL. It is not a very long statement. If you wish I will tell you what I put in my questionnaire answer:

My partner, Leonard W. Dorsey, and I tried this case for the plaintiff seeking damages for injuries received when two sharp pieces of bone lodged in her throat while eating some ground beef she cooked for herself. The plaintiff had selected the beef from defendants' store, and asked the defendants to trim and grind it for her. They did so and packaged it for her. We alleged breach of implied warranty of wholesomeness and fitness to be eaten. After a full day of trial, Judge Alcorn found for the defendants on the theory that since plaintiff unwrapped the meat at home, stored it 3 days in her refrigerator, and then made meatloaf out of it, bones might have gotten into it through her negligence. This case was significant—

And I told what I thought the significance of the case was.

Senator TUNNEY. Governor, then on page 4 of their statement the other allegation that was made by the New York bar that I was particularly interested in was that:

Another case, *State v. Cloutier*, was listed by Governor Meskill as a one-day trial in superior court, Hartford, in 1958. A check of the court records shows that this was not a trial, but a guilty plea. When we asked the Governor about this on January 18, he told us that he had heard that inquiries were being made of the court clerk and that he, after a check of his recollection, believed that in fact the case had been disposed of by a plea, not a trial. His trial experience was thus even less than represented to the ABA.

Mr. MESKILL. Well, I will not address myself to the conclusion, but I will address the other part of it. The conversation is not correct in that what I said was that I tried to recollect. First of all, the phone call took place between Vermont, where I was skiing, and New York or wherever the lawyer was that was asking the question, and I said that my recollection was that the trial started, that there were two counts, and that somewhere during the course of the trial it was halted and that we pleaded to the second count of fraudulent check, and the other charge was dismissed, the charge of embezzlement by agents. I know that I remember doing a brief on it, and I thought I did it for the trial at the request of the judge. If the record shows that there was not trial and that the brief was filed prior to trial, we ended up with not starting the trial and pleading to the one charge, and getting a nolle on the other, then I stand by whatever the record shows. It is a little difficult for a Governor trying to furnish a confidential questionnaire, to go to the courthouse and dig out records in March when nobody really is supposed to know that he is considering a judgeship or being considered for one. I did the best I could. And if I was incorrect, why, I

stand by whatever the record shows. It was not my intention to deceive anyone.

Senator TUNNEY. I am sure that is true.

You have been alleged to have, during your time as Governor, been active in attempting to eliminate the ability of legal service agencies to sue the State in what some assert is a contravention of Constitutional law. Now, that is a matter of speculation, but I would like just to ask you a few questions with respect to the legal service program of the State during your term of Governor. It is my understanding the State department of community affairs in Connecticut is the agency to which the State paid a one-half non-Federal share of all human resources and development programs, including legal services. Is it not true that on May 26, 1972, you issued a press release indicating that the department would impose a restrictive condition on all legal-services non-Federal shared grants, including the use of any of the funds by legal service programs in suits against the State or political subdivisions thereof?

Mr. MESKILL. Yes.

Senator TUNNEY. Is it not true also that while, Governor, you approved the 1-year extension of the New Haven Legal Assistance Association sponsorship of VISTA volunteers on, and I quote now, "on the condition that VISTA volunteers are in no way active in suits at law against the State?"

Mr. MESKILL. Yes; Senator, I was. I would like to explain the reason for this.

The State of Connecticut has, I think, been a pioneer. I cannot give the statistics, but it was one of the earliest States that supported legal services for the poor. Our public defender system has been in existence for quite some time. We have strengthened it. There is testimony by Representative Stevens earlier on what we did legislatively. There was an attempt to use public moneys to set up a separate public defender system under the neighborhood legal services office, or whatever it was, parallel to the public defender system that was already in existence. When I questioned this, why do we need two, why don't we, if there are not enough people, public defenders, to represent the poor, then let us beef up the public defender staff, but let us not create a parallel organization. I was told, and I cannot give the names, but I was told by those who were advocating the separate organization that, in the eyes of the minorities, the public defender system was the white man's public defender, and that the minorities should have their own.

Well, first of all, this is not true. Connecticut is not a racist State. Government in Connecticut is not a racist Government. We treat people with equality under the law, regardless of race, color or creed, and I felt that it was wrong to further a myth by supporting the establishment of a parallel organization, and thereby acknowledging something which did not in fact exist; namely, that our system was for the white man and that the minorities just did not have the same services.

I have never opposed the funding of legal services programs for the poor in civil matters. We have been very careful in funding any programs where we were dealing with, or criminal defenses were concerned, because we already had a system, we already had a program in effect. That was the distinction.

And my recollection is that there was some Federal prohibition along the same lines, or that there was at the time. But, be that as it may, I think that if we were going to fund this program, then we should close out the public defender program. You cannot have both, or you should not have both.

Senator TUNNEY. It is my understanding that there were attorneys involved as VISTA volunteers, in which the attorneys were representing criminal defendants—

Mr. MESKILL. To be honest with you, I do not remember the exact problem with them, but I think it dealt with what kind of representation they were going to give, and who they were going to answer to.

Senator TUNNEY. Your public defender system in Connecticut involves only criminal cases, does it not?

Mr. MESKILL. That is correct. That is right.

Senator TUNNEY. It is my understanding that in the New Haven legal assistance program, VISTA volunteers were also precluded from taking any civil cases?

Mr. MESKILL. The original question was whether the VISTA volunteers would be allowed at all, because we already had a program of legal assistance, both for the criminal indigent, or the accused, rather, and for the poor who needed civil legal assistance. This was something additional, and I do not remember exactly what the problems were with the VISTA volunteer program. It did not involve a large number of attorneys. It seems to me it was probably a half a dozen or so, but there were problems with the program. And the Commissioner of the Department of Community Affairs advised me against it at that time, and as I say I wish—if I knew the question were coming, I am sure that I could give you a more complete answer.

Senator TUNNEY. Did it occur to you, or did anyone mention to you at the time, that there would be a possible violation of the code of ethics for an attorney to take employment on the condition that he would not represent his clients against a government entity?

Mr. MESKILL. No. The thought never came up. We were concerned about the efforts of the attorneys who were refusing to represent indigents unless they were allowed, unless the indigents allowed themselves to be used as a party plaintiff in an action where the attorney had a cause that he wanted to litigate in which the client had no interest. We felt that was unethical, and we were on the watch for that.

Senator TUNNEY. But we are talking now about the situation where VISTA volunteers assumed their employment on the basis that they would agree not to represent clients in civil matters.

Mr. MESKILL. I do not think that was the meaning of the stipulation in any grant that was given to any Neighborhood Legal Services Association. The problem that we had—and it was a very serious problem—was simply whose case is it, whose cause is it? We have never opposed the use of taxpayers' money to pay for an attorney to represent an indigent in an action against the State, if it was the client's cause. What we did oppose was a bright young man, who wants to change the world, coming in and finding a poor man and saying to him, I want to use you as a plaintiff because I want to attack this statute. In other words, use it for what they call law reform, which

I happen to believe primarily belongs in the legislature. And I think that the issue here, and it is a very difficult one to handle, Senator, because I do not know a good way, and we labored over this long and hard to try to find a way to guarantee that the indigent would have every right of his protection, including his right to be protected from the attorney that was trying to use him for a purpose or for a cause in which the client had no interest at all.

Senator TUNNEY. In the letter that you wrote to Mr. Romero A. Cherry, acting State director of the Connecticut action program, on September 5, 1965, you approved the one year extension of the New Haven Legal Assistance Association sponsorship of VISTA volunteers, and I am now quoting: "On the condition that VISTA volunteers are in no way active in suits of law against the State."

Now, there was no qualification in that letter as to what you were seeking to avoid.

Mr. MESKILL. I do not have the letter in front of me, and I assume it is as you read. I can only say there evidently had to be some background, some information on the practices of VISTA volunteers in areas, or some reason for the Commissioner to call the problem to my attention for me. This is a letter I signed, I assume. Is that correct?

Senator TUNNEY. Yes.

Mr. MESKILL. Well, I assume, then, I was advised by my Commissioner that there was a problem, and that the only way we could protect against it was to put this into the bill. I want it understood that the VISTA volunteers were not the only lawyers available to the poor for the legal services in New Haven, whether it was criminal or civil.

Senator TUNNEY. The ethical consideration that is involved is found at 5-21, The American Bar Association Code of Professional Responsibility, and I quote from that section:

The obligation of a lawyer to exercise professional judgment solely on behalf of his client requires that he disregard the desires of others that might impair his free judgment. The desires of a third person will seldom adversely affect a lawyer unless that person is in a position to exert strong economic, political or social pressures upon the lawyer. These influences are often subtle, and a lawyer subjected to outside pressures should make full disclosure of them to his client; and if he or his client believes that the effectiveness of his representation has been or will be impaired thereby, the lawyer should take proper steps to withdraw from representation of his client.

Disciplinary rule 2-103(d) (1) of the ABA provides in part that a lawyer:

May cooperate in a dignified manner with the legal services activities of any of the following, providing that his independent professional judgment is exercised on behalf of his client without interference or control by any organization or person; (1) a legal aid office . . .

Disciplinary rule 2-107(b) says:

Lawyers should not permit a person who recommends, employs or pays him to render legal services for another to direct or regulate his professional judgment in rendering such legal services.

And the ABA Standing Committee on Ethics and Professional Responsibility, formal opinion 324, states:

Furthermore, just as an individual attorney should not decline representation of an unpopular client or cause, an attorney member of a legal aid society's board of directors is under a similar obligation not to reject certain types of clients or particular kinds of cases merely because of their controversial nature,

anticipated adverse community action, or because of a desire to avoid alignment against public officials, governmental agencies, or influential members of the community.

Now, it would seem to me that the thrust of your letter—if not very precise language of the letter—would be to require a VISTA volunteer attorney to violate the code of professional ethics.

Mr. MESKILL. I do not agree, Senator.

Senator TUNNEY. You do not think that by telling him that he can find employment in the VISTA program only so long as, and I quote, "that VISTA volunteers are in no way active in suits at law against the State," would fall within the purview of that?

Mr. MESKILL. Not at all. In fact, I think evidently the VISTA program requires a gubernatorial approval, or otherwise it would not have come to me for any kind of an approval, and it was a question of whether we would allow them in or not. As I said before, there had evidently been a problem. I do not remember what it was, but there was something that concerned the Commissioner greatly about the activities of VISTA volunteers in other areas, and we did have other attorneys available for the indigent. And it was evidently to prohibit or to provide against having a problem that others had had with them, and we decided to let them in for a limited purpose. I do not think that canon, I think that canon was put in the ABA list to prohibit a lawyer from putting himself in the situation where he had divided loyalties.

Senator TUNNEY. The disciplinary rule that I read, 5-107(b) says:

Lawyers should not permit a person who recommends, employs or pays him to render legal services to another, to direct or regulate his professional judgment in rendering such legal services.

It would seem to me that by putting a stipulation on a VISTA volunteer lawyer that he could not bring a case against the State, in effect you are regulating his professional judgment in rendering legal services.

Mr. MESKILL. I do not think so, any more than the prohibition against an attorney going into the Federal court if he has not been admitted to the court would be considered a violation of the standard. If you would like some background on the problem we had with VISTA volunteers, or the problem we were trying to avoid with VISTA volunteers, I will be glad to furnish it to you.

Senator TUNNEY. Fine. I would like to have that information because I cannot help but think, in my own reading of the disciplinary rule and then the condition that you imposed, that it was putting limits upon the ability of an attorney to represent his client.

We have had in other States a similar question raised by public officials. I think that many public officials have taken umbrage at the fact that Government-sponsored programs, using the taxpayers' dollars, were in effect paying attorneys for bringing actions on the part of clients against the State and they have wanted to see a change in the law. I know a number of public officials spoke to me about seeking a change in the law to preclude that, to prevent that, and I personally never felt that that was right simply because I felt that it was a violation of the Canon of Ethics. I have some personal experience in trying to evaluate this particular problem and I would respectfully disagree with the interpretation that you give today.

But I would like to have more information about the background as to why you felt that it was necessary to do that.

MR. MESKILL. I am also concerned about a violation of the Canon of Ethics concerning basically a client whose case is being litigated, and I think really it gets to the problem to make sure that it is the client's case and not the lawyer's case, and the client is not being used by the lawyer to bring about some kind of social change that is really the lawyer's philosophy and not a matter of protecting a client's interests.

SENATOR TUNNEY. I have just a few questions with regard to qualifications.

It is my understanding that questions on the leasing are going to be put off until after we have heard from the State?

SENATOR BURDICK. That is correct, for the record.

SENATOR TUNNEY. Just a few questions on qualifications, Governor. I think that it is clear that it would be very unfair for any group, whether it were the ABA or any other, to establish as a qualification for membership on the Federal judiciary that a person had gone to Harvard, Yale, Columbia, et cetera, law school. I think that it would be very unfair to say that a person who has had experience in public life should automatically be precluded. Clearly that has not been the tradition and, as other witnesses have testified before the committee, there is a leveling influence upon the court in having men and women who has been in political life has been placed on the Federal courts, understanding, however, that in almost all of the cases where a person who has been in political life has been placed on the Federal courts, at least in the last decade or so, they have had extensive legal experience prior or subsequent to the time that they became public officials. For instance, one of the cases that is used as an example of a politician having gone on the court is Governor Kerner. I disassociate his subsequent problems which I do not think are in any way relevant to what we are discussing here.

MR. MESKILL. I certainly hope not.

SENATOR TUNNEY. I use Governor Kerner simply because he was a Governor and was placed on the circuit court. He is the only example I know of of a Governor being placed on the circuit court. Governor Kerner was, it is my understanding, a U.S. attorney prior to the time he became Governor, and it is my understanding that he was also a judge in the State court system prior to the time that he went on the bench. So he had extensive legal experience.

The thing that concerns me is that in the activities that you will be having as a member of the second circuit you will be faced with problems of law dealing with commercial transactions, patent law, admiralty law, and antitrust law, all of which are incredibly complicated, all of which assume a legal scholarship in the field of law, and the capacity to analyze quite quickly what the legal subtleties are so that it would be possible to keep up with the caseload. Now in the second circuit, 10 years ago, there were only 900 cases that were heard. Only 900. It has doubled in the last 10 years. Now it is 1,800 cases. Every judge is expected to handle at least 150 cases, knowing that some of those cases that come before the court are handled by senior judges.

I am deeply concerned that a person who has not been involved in the practice of law for a long time, and who has not had any judicial experience, is suddenly going to find himself involved in having to decide the rights of human beings and of corporations involving hundreds of millions, if not billions of dollars, and in my view it could be overwhelming.

With no disrespect to you or to your intellect or to your IQ, which I am sure is very high, it just seems to me that a person who goes on the court would have to have a background in law that would give him the capacity to move in and take charge and be able to handle his caseload and make the necessary analysis of the cases so that the rights of the individuals before the court are responsibly and responsively adjudicated.

I know that you have had a few cases in your career, but your legal background is not extensive other than the fact that you have been a member of the bar for a long period of time and you have had a very distinguished career in politics. But it does not seem to me that a political career gives to a person the capacity to solve these complex issues of law any more than being a doctor and a hospital administrator for 15 years would give you the qualifications to go into the operating room and perform surgery.

I would just like to have you respond, if you care to, to that.

Mr. MESKILL. I know that the post I seek is a prestigious one and a difficult one. I think I am up to it. I am a young man. I think I learn fast, and I hope that the members of this committee will not overlook the fact that from 1967 until 1971 I was a member of the House Committee on the Judiciary, a member of the Subcommittee on Claims, in which we sat and heard hundreds of claims against the Federal Government, and that the committee handled patent, admiralty, copyright law, bankruptcy law, all of the laws dealing with the courts, and the judges, and the criminal laws. I do not claim to be an expert in any field, Senator, but I do feel that very quickly I can carry my weight, if the Senate confirms me.

Senator TUNNEY. Governor, during the time that you were a member of the House Judiciary Committee, did you do any legal research and write any memorandums of law or legal opinions which would correspond to the kind of discipline that you will have on the second circuit, which is a circuit, as all circuit courts are, that is almost exclusively cerebral and has very little to do with personal relationships, one man to another, such as you might find in the political milieu?

Mr. MESKILL. As you know, Senator, the staff does most of the work when it comes to writing, and hopefully there will be law clerks to do a great deal of the research, and they are very helpful to the Judges in their task as well.

Senator TUNNEY. Well, thank you very much, Governor. I appreciate the fact that in answering the questions with respect to the charges made by the New York Bar that you were forthright and you appeared to stand on the record and indicated why, if there was an error in your submission to the ABA, that it was as a result of a faulty memory, and difficulty as Governor in doing your homework, rather than any attempt to mislead the ABA as to what your prior legal experience had been.

Thank you, Mr. Chairman.

Senator BURDICK. Governor, as I explained when this hearing opened today, and this was my agreement with the minority, the committee will be called again after February 1, when the appendix is supposed to be available, and for that reason I will not ask you any questions in that area.

I really think it is to your benefit and to ours that we do that. That may present an entirely different story in a different light. I think it would be well for all of us to have everything at that time so that we can finally conclude this hearing.

I will touch upon a few things at this time that do not deal with that.

One is the question of your legal experience. I will not go over that very much because we went over that in the first hearing as you recall. But, as you stated, you submitted what you thought were the 10 most important cases you had handled in your legal lifetime, and they are listed on page 25 of the first printed hearing. The New York Bar witness testified as to two of them, and to make the record entirely clear, in *State v. Cloutier*, which you listed as embezzlement and fraudulent issue of check with a one-day trial, that was concluded by a plea of guilty, is this correct?

Mr. MESKILL. If that is what the record shows, Senator, I stand by what the record shows. My recollection was at the time I filled out the questionnaire, as the questionnaire reads.

Senator BURDICK. This is what the witness testified to this morning.

Mr. MESKILL. I am sorry, Senator. That is not what——

Senator BURDICK. Yes; he did.

Mr. MESKILL. You mean, yesterday?

Senator BURDICK. When the representatives of the Association of the Bar of the City of New York testified. It was yesterday.

Mr. MESKILL. What I said was his testimony was not complete. He left out part of my explanation.

Senator BURDICK. Well, here is what he said:

Another case, *State v. Cloutier*, was listed by Governor Meskill as a one-day trial in Superior Court, Hartford, in 1958. A check of the court records shows that this was not a trial, but a guilty plea. When we asked the Governor about this on January 18, he told us that he had heard that inquiries were being made of the court clerk and that he, after a check of his recollection, believed that in fact the case had been disposed of by a plea, not a trial. His trial experience was thus even less than represented to the ABA.

Is this wrong?

Mr. MESKILL. That is what he told me over the phone, and I said to him that if that is what the record shows, then obviously the records are correct. But, what I said was, my recollection was that we started the trial and that at some point therein, it was altered, and it was a nolle on one count, a plea entered in the other.

Senator BURDICK. I just want to bring these 10 up to date.

In *Torello v. Carfi*, the gentleman who testified yesterday informed us that this was a case which was tried by Mr. Dorsey, Mr. Meskill's law partner, and not by Governor Meskill.

Is that correct?

Mr. MESKILL. That is not. It is, but with this explanation, Senator. The question on the questionnaire is what cases have you handled, and

not what cases have you tried, and my answer was my partner, Leonard W. Dorsey and I tried this case. My recollection was he examined most of the witnesses and I thought I examined some. It was my case. I wrote the questions. And this is my recollection, so that I felt my answer to that questionnaire was accurate.

Senator BURDICK. I am not trying to confuse you. I want to know whether you tried the case or did not. That is all I want to know.

Mr. MESKILL. I handled the case, let me put it that way.

Senator BURDICK. Did you try the case in court?

Mr. MESKILL. The question was did I handle—

Senator BURDICK. I am asking you straight out, did you try that case yourself in court?

Mr. MESKILL. I believe I tried part of that case with my partner.

Senator BURDICK. Well, then, he is wrong. He informed us that this case was tried by Mr. Dorsey, Mr. Meskill's law partner, and not by Governor Meskill.

Mr. MESKILL. That is not what I told him. I told him—

Senator BURDICK. Well, your recollection is that you tried part of it?

Mr. MESKILL. That is my recollection.

Senator BURDICK. The court records will show who tried the case, I presume?

Mr. MESKILL. Right.

Senator BURDICK. On the other eight cases, I will not list them because we have them listed before, but did you try them yourself?

[The list of cases referred to follows:]

Case	Nature of case	Trial/appeal
1. Dunbar v. Dunbar, Super. Ct., New Britain.....	Divorce.....	1-day trial (1958)
2. Matter of Cloutier, U.S. d.c., Connecticut.....	Bankruptcy.....	2-day trial (1958)
3. Groman v. New Britain, Super. Ct., New Britain.....	Negligence (fall on sidewalk).....	1-day trial (1959)
4. State v. Williams, Super. Ct., Hartford.....	Indecent assault.....	1-day trial (1958)
5. State v. Noel, Circuit Ct., West Hartford.....	Reckless driving.....	1-day trial—appeal to appellant division 7 circuit ct. (1961)
6. Kosakowski v. Carlton, Circuit Ct., New Britain....	Breach of implied warranty in sale of paint...	2-day trial—appeal to appellant division (1963)
7. Zackin v. New Britain, Super Ct., New Britain....	Negligence (property damage from sidewalk construction).....	1-day trial (1960)
8. Barreto v. New Britain, Super. Ct., New Britain....	Negligence (fall on sidewalk).....	2-day trial (1961)
9. State v. Cloutier, Super. Ct., Hartford.....	Embezzlement and fraudulent issue of check....	1-day trial (1953)
10. Torello v. Carfi, Super. Ct., Hartford.....	Breach of implied warranty in sale of food....	1-day trial (1960)

Mr. MESKILL. Unless there is an indication that someone else was with me on the case, and I will have to look at them. I do not want to give an answer that is not accurate.

Senator BURDICK. All right, look at them.

Mr. MESKILL. *Dunbar v. Dunbar* I tried myself.

Senator BURDICK. That was a 1-day divorce case?

Mr. MESKILL. That is right, a contested divorce.

The *Cloutier* bankruptcy case, a contested bankruptcy, I tried myself.

Senator BURDICK. Was that on a claim?

Mr. MESKILL. A discharge from a bankruptcy allocation and false financial statement having been filed.

Senator BURDICK. What about the next one, the negligence, falling on the sidewalk?

Mr. MESKILL. That was my own.

Williams was my own.

Senator BURDICK. The indecent assault, 1 day?

Mr. MESKILL. That was my own.

Senator BURDICK. What about the reckless driving, 1 day?

Mr. MESKILL. That was with Mr. Dorsey.

Senator BURDICK. You did not try it?

Mr. MESKILL. That was a trial and my recollection was that there was an appeal in this case as well.

Senator BURDICK. You did not try that case?

Mr. MESKILL. I was cocounsel with my partner. I am not sure whether I tried the trial of the appeal, but I know I was active in the trial of that case.

Senator BURDICK. Were you in the courtroom on it?

Mr. MESKILL. I was active in the trial, I was in the courtroom.

Senator BURDICK. Fine.

Mr. MESKILL. I know I had sampled witnesses and argued, and whether or not my partner had examined any witnesses, I do not remember. I do not believe he did. I think he was with me on that one.

Senator BURDICK. What about the next case, *Kosakowski*?

Mr. MESKILL. That was my own. And I tried that alone.

Senator BURDICK. That was a sale of paint?

Mr. MESKILL. That is correct.

Senator BURDICK. The next one, *Zackin*?

Mr. MESKILL. I tried that myself.

Senator BURDICK. The sidewalk construction case?

Mr. MESKILL. That is correct.

Senator BURDICK. The next is a fall on the sidewalk, *Barreto v. New Britain*, did you try that too?

Mr. MESKILL. That was one when probably I was the assistant corporation counsel and I was defending for the city.

Senator BURDICK. All right. None of those, however, were jury cases?

Mr. MESKILL. None of the ones that I listed. The jury cases I handled were I felt not—did not present interesting facts of law. They were typical, routine speeding, negligence, and this sort of thing.

Senator BURDICK. One more question in another area. Testimony by the last witness before lunch indicated that you had appointed a man by the name of Gaffney as a State court judge.

Mr. MESKILL. That is correct.

Senator BURDICK. And what relation does he bear to the Gaffney we run across in these leasing questions?

Mr. MESKILL. He is the same lawyer.

Senator BURDICK. The same man?

Mr. MESKILL. The same man.

Senator BURDICK. When was this appointment made?

Mr. MESKILL. Either October or November. It might have even been September. He has been on the bench about 3 months, Senator.

Senator BURDICK. The lady this forenoon testified that Mr. Gaffney was not approved by the Bar Association of Connecticut.

Mr. MESKILL. He was approved by the Bar Association of the State of Connecticut for appointment to the court of common pleas, which is the court directly below the superior court. At that time, there were three courts of general jurisdiction, the circuit court, the court of common pleas, and the superior court, and he had been approved for appointment to the court of common pleas. And at the time he had been approved for the court of common pleas, the same bar association that gave him such an approval was asking that we merge the court of common pleas with the superior court. I appointed him to the superior court. The legislature, instead of merging the court of common pleas with the superior court, saw fit to merge the circuit court with the court of common pleas.

Senator BURDICK. Well, do I understand then that the Connecticut Bar has approved your appointment?

Mr. MESKILL. They have not. They have not. They did not approve him for that court. They did approve him for the court of common pleas.

Senator BURDICK. Did they oppose him for that court?

Mr. MESKILL. That is not the way it happens. The practice has been that before the Governor, and once again this is no hard and fast rule, but I have always submitted the names of people that I would like to appoint or am considering appointing to the bar association for their evaluation, and I would say that in probably 99 percent of the cases, I accepted their evaluation; but in cases where I felt I knew more about the individual than they did, in some cases I weighed that as well.

But, they did, my recollection is, they did express disapproval after the appointment. The only approval they have made prior, or any statement they have made, to my recollection prior to the appointment, was they approved him for the court of common plea period.

Senator BURDICK. Well, then, what is the fact, did they or did they not refuse to approve him for the superior court?

Mr. MESKILL. They did not approve him for the superior court.

Senator BURDICK. And was that based on lack of qualifications?

Mr. MESKILL. I do not know. They do not answer that way. They just come back with a list and say the following people are approved for the following courts and list them, and then they say the following are not approved for any court. This is the way they respond.

Senator BURDICK. As I understand, and you can state whether this is correct or not, he was approved for a court no higher than common pleas?

Mr. MESKILL. That was the way it was reported in the papers, but they do not say "no higher than." They say "he is approved for a certain court."

Senator BURDICK. But the superior court is higher than common pleas?

Mr. MESKILL. That is correct.

Senator BURDICK. Well, I think that is all until after February 1. Thank you, Governor.

Mr. MESKILL. Thank you, Senator.

[Whereupon, at 2:50 p.m., the hearing was recessed, subject to the call of the Chair.]

NOMINATION OF THOMAS J. MESKILL TO BE UNITED STATES CIRCUIT JUDGE

WEDNESDAY, MARCH 5, 1975

U.S. SENATE,
SUBCOMMITTEE OF THE
COMMITTEE ON THE JUDICIARY,
Washington, D.C.

The subcommittee met, pursuant to notice, at 10:45 a.m., in room 2228, Dirksen Senate Office Building, Senator Quentin N. Burdick presiding.

Present: Senators Burdick, Hart, Kennedy, Tunney, Hruska, Scott of Pennsylvania, and Mathias.

Also present: Peter M. Stockett, Francis C. Rosenberger, and Hite McLean of the committee staff.

Also present: Staff members representing Senators: William P. Westphal and William J. Weller (Senator Burdick), Dennis C. Thelen (Senator McClellan), Burton Wides (Senator Hart), Thomas Sussman (Senator Kennedy), J. William Heckman (Senator Bayh), Jane L. Frank (Senator Tunney), Irene R. Margolis (Senator Abourezk), J. C. Argetsinger (Senator Hruska), Dennis Unkovic (Senator Scott of Pennsylvania), and C. W. (Quincy) Rodgers, Jr. (Senator Mathias).

Senator BURDICK. This is a resumption of the subcommittee hearing on the nomination of Thomas J. Meskill to be a U.S. circuit judge for the second circuit.

At the hearing on Thursday, January 23, 1975, there was made a part of the record the final report without appendixes of the subcommittee on leasing of the Connecticut General Assembly's Joint Committee on Appropriations.

[The material referred to appears at page 2 of the printed hearings.]

There has now been received the appendix to that report and, without objection, it will be made a part of the record.

[The material referred to follows.]

APPENDIX TO THE REPORT OF THE SUB-COMMITTEE ON LEASING OF THE CONNECTICUT GENERAL ASSEMBLY'S 1974 JOINT COMMITTEE ON APPROPRIATIONS

FOR PRESS RELEASE NO SOONER THAN 6:30 P.M. SATURDAY EVENING, FEBRUARY 15, 1975

1. 1985 State Street, Hamden, Conn.
2. Training Hill Road, Hamden, Conn.
3. 111 Whitney Avenue, Hamden, Conn.
4. 575 Main Street, Ansonia, Conn.
5. 1862 East Main Street, Bridgeport, Conn.
6. 59-61 East Avenue, Norwalk, Conn.

7. 731 West Avenue, Norwalk, Conn.
8. 333 Wilson Avenue, Norwalk, Conn.
9. 20 Summer Street, Stamford, Conn.
10. Prospect Street Extension, Thomaston, Conn.
11. Industrial Drive, Waterford (with attached letter).
12. 405 Main Street, Danbury, Conn.
13. 139 Charles Street, Meriden, Conn.
14. 69 Linden Street, Waterbury, Conn.
15. 79 Linden Street, Waterbury, Conn.
16. 118 Prospect Street, Waterbury, Conn.
17. Group Homes.
18. 770-776 Chapel Street, New Haven, Conn.
19. 535 Boston Avenue, Bridgeport, Conn.
20. 26-36 North Avenue, Bridgeport, Conn.
21. 59 North Street, Bristol, Conn.
22. 633 Washington Street, Middletown, Conn.
23. 94 Court Street, Middletown, Conn.
24. 117 Main Street, Extension, Middletown, Conn.
25. 222 Main Street Extension, Middletown, Conn.
26. 20 Trinity Street, Hartford, Conn.
27. 1290 Silas Deane Highway, Wethersfield, Conn.
28. 160 Pascone Place, Newington, Conn.
29. Route 800, Winchester (Winsted Motor Vehicle Department).
30. Route 800, Winchester (Winsted Highway Garage).
31. Route 44, Canterbury, Conn.
32. Route 2, Colchester, Conn.
33. 11 Asylum Street, Hartford, Conn.
34. 110 Bartholomew Avenue, Hartford, Conn.
35. 340 Capitol Avenue, Hartford, Conn.
36. 1179 Main Street, Hartford, Conn.
37. 61 Woodland Street, Hartford, Conn.
38. 90 Washington Street, Hartford, Conn.
39. 170 Bank Street, New London, Conn.
40. 1107 Cromwell Avenue, Rocky Hill, Conn.

1985 State Street, Hamden, Conn.

Lessor: State Leasing, Inc.—Mr. Eugene DeMatteo, President and Treasurer ; Mr. Sidney Zolot, Vice President and Secretary ; Mr. Robert J. Murray, Asst. Secretary ; and Mr. Arthur Barbieri and Mr. Eugene DeMatteo, Stockholders.
Lessee Agency : Motor Vehicle Department.

Terms: 3-1-71 to 2-28-86. \$84,682.92 from 3-1-71 to 3-1-72 for 17,828 Square Feet. \$106,875 from 3-10-72 to 2-28-86 for 22,500 Square Feet.

Analysis.—This lease was the subject of a Public Hearing held by this subcommittee on December 17, 1974.

The Motor Vehicle Department in New Haven was seeking new quarters for two reasons: (1) The building they were occupying had a problem with the floor, and structural repairs had to be made. (2) There were also inadequate parking facilities at this previous location. At this time the Motor Vehicle Department occupied 10,000 square feet of first floor office space at 200 Bassett Street in New Haven at an annual lease rate of \$25,000. The facilities at Bassett Street became exceedingly difficult to operate because of the problems enumerated above. We agree with Commissioner Kozlowski when he stated in a memo dated May 10, 1972 that steps should have been taken to terminate the Motor Vehicle Department Lease on Bassett Street. This, however, was not done.

The Department of Public Works and the Department of Motor Vehicles stated that they looked at many sites in and around the New Haven area but that for one reason or another the sites were unacceptable. Since the Bassett Street location presented a parking problem, it was essential that any new facility provide ample parking. Thus, a requirement for approximately one hundred (100) cars was established. It was also determined that the construction of a testing lane building was necessary for the inspection of motor vehicles. The location at Bassett Street had no testing lane and motor vehicle inspections were conducted in the open, in a parking lot, or out by the street.

On February 25, 1969, the Chief of the Department of Public Works Leasing Division, Mr. Chester Zaniewski, sent a memo to George Wallace, Assistant Director of Registry for the Motor Vehicle Department, and enclosed a plot plan showing a site which was previously offered to the State for possible development as a Motor Vehicle Branch Office. This plot plan of the property now known as 1985 State Street was sent to Mr. Wallace in order to assist him in considering how the Motor Vehicle facility could be located on this site.

On August 1, 1969, the Department of Public Works received a lease proposal from Mr. Eugene DeMatteo to construct a building for use by the Motor Vehicle Department and other agencies. Mr. DeMatteo at that time stated that the plot plan was on file with the Public Works Department.

On October 2, 1969, Department of Public Works Commissioner Charles Sweeney approved Mr. DeMatteo's proposal to build a Motor Vehicle Office at that site. It was not until 3½ months later that Mr. DeMatteo bought this land.

It should be noted that New Haven Democratic Town Chairman Mr. Arthur Barbieri has a 50% interest in this leasehold which he said he acquired in lieu of a real estate commission on the deal.

Since the Department of Motor Vehicles on February 25, 1969 received the plot plan of a site which had previously been offered and apparently not accepted, we cannot understand why Mr. DeMatteo's lease proposal, based on the same parcel, was later accepted on August 1, 1969.

The Management Section of the Budget Division received a request for space and indicated that 13,520 square feet of space would be adequate for the Department of Motor Vehicles' needs. This Section further indicated that 17,828 square feet of space would be excessive and that 22,500 square feet would be totally unnecessary.

When the Department of Motor Vehicles moved out of the Bassett Street location in March of 1971, they left 10,000 square feet of space that remained vacant until January 1, 1973, at which time the Adult Probation Department moved in and occupied 6,480 square feet of office space. That left vacant approximately 2,724 square feet of space. This space still lies vacant. The State has paid approximately \$28,000 for this vacant space and it will continue to pay approximately \$7,407 per year until this lease expires or the space is filled. It has also cost the Department of Public Works \$27,000 to renovate the floor space which the Adult Probation Department occupied at Bassett Street.

The Motor Vehicle Department Lease for 1985 State Street increased from 17,828 square feet to 22,500 square feet effective March 1, 1972. The extra 4,700 square feet of space remained vacant for ten months until the Department of Public Works moved its Construction Field Office into the building and occupied 1,740 square feet of space. It cost the State approximately \$18,604 for that vacant space for those ten months. The remaining 2,500 square feet of space, which is still vacant, has cost the State an additional \$23,000 to date. Thus, the total amount paid for vacant space at 1985 State Street is approximately \$41,000.

To summarize briefly, it has cost the State the following amounts to move the Department of Motor Vehicles from Bassett Street to 1985 State Street:

Vacant space to date at Bassett St.....	\$28,000.00
Vacant space to date at 1985 State St.....	41,000.00
Renovations at Bassett St.....	27,000.00
Total	96,000.00

Continued vacancy could cost the following :

Bassett St. (per year).....	\$7,407.00
1985 State St. (per year).....	11,875.00
Total (per year).....	19,282.00

On February 4, 1971 Governor Meskill asked Motor Vehicle Commissioner John Tynan to give him a complete explanation as to why the New Haven Branch Office was to be located in Hamden. Commissioner Tynan turned this request over to Mr. Chester Zaniewski of the Leasing Division and requested that he review the matter and advise the Governor directly. Commissioner Tynan also asked that he be sent a copy of the Governor's reply so that he could complete his file on this matter.

The Commissioner of Motor Vehicles, Robert Lenba, in a letter to Commissioner Edward Kozlowski of the Department of Public Works dated October 29, 1971 stated that the Motor Vehicle Department would be pleased at the opportunity to vacate the premises and relocate to more suitable quarters in the general area, if the Attorney General advised that there was some basis for terminating the lease.

Early in 1973, Deputy Motor Vehicle Commissioner Mati Koiva assigned Orlando Santini to identify the problem at the Motor Vehicle Department location in Hamden and to propose solutions to ameliorate the traffic conditions. On June 28, 1973, Mr. Orlando Santini sent a memo to Deputy Commissioner Mati Koiva in which he stated that he had reviewed the problem at the Hamden Office and found it to be a very critical and embarrassing situation due to the traffic congestion which had been posing a public hazard for the past two years. Mr. Santini's recommendation was to relocate the Hamden Motor Vehicle Office to another location which would be more suitable to its needs. He further stated that though this recommendation might be considered radical, it was the only one that would fully solve the problem.

Our real estate expert, Mr. Norman Benedict, stated that the rental rate is reasonable.

Training Hill Road, Middletown, Conn.

Lessor: Central Trust Company—William Mack, Trustee; beneficiaries: Eugene DeMatteo and his minor children.

Lessee Agency: The Board of Trustees for Regional Community Colleges, Middletown Community College.

Terms: This lease is actually a purchase contract. The contractor agreed to lease land from Connecticut Valley Hospital and to build thereon three buildings, together with appurtenant site improvements, as specified by the State. 5-30-72 to 5-29-02

Analysis.—The Middlesex Community College was seeking advice regarding its campus development. They had presented in detail their specifications for a campus to include all categories of building space, installed equipment, and furnishings. They solicited free planning advice because funds were not available to defray the costs involved. Despite this monetary problem, a few contractors and architects visited the College at its request. Some of these professionals were referred to the Central Office.

The DeMatteo Construction Company had spent considerable hours of their own time from 1969 to 1972 preparing, presenting, and discussing with the College plans for a preengineered, reinforced concrete permanent campus. Along with an architect, the Company had developed a concept which has been used as the basis for college campus planning in general.

The College has selected the DeMatteo Construction Company to construct the buildings and had sent a letter to Public Works Commissioner Manafort. Commissioner Manafort had in turn sent the letter to Attorney General Killian on January 24, 1972 to see if his Department could proceed on a lease purchase basis with Mr. DeMatteo's company.

On March 24, 1972, a public notice inviting lease proposals for construction of three 2-story buildings was put in the paper. The proposals were to be accepted up until 10 a.m. April 11, 1972. This allowed any bidder only 17 days to develop a concept and complete the proposal. This appears to be very short notice for anyone else to complete a proposal, especially when one considers the fact that the DeMatteo Construction Company had been working on theirs for two years. Consequently, this sub-committee questions whether there was truly a competitive factor to this bidding process.

There are many other areas that this sub-committee's staff advises need further study with respect to this lease purchase. This project, as well as the other community colleges, are extremely complex. Consequently, we have only scratched the surface with respect to the community college leases due to our budgetary and time restrictions. Based on a preliminary review, we recommend that a further in-depth study be made as to the acquisition and negotiation of most or all of the community college leases.

111 Whitney Avenue, New Haven, Conn.

Lessor: 111 Whitney Trust, Eugene DeMatteo, Trustee beneficiaries: Minor children of Eugene DeMatteo.

Lessee Agency: South Central Community College, Administrative Offices.

Terms: 8-25-70 to 8-24-77. \$49,932.00 Per Annum. 10,512 Square Feet of Office Space.

Analysis.—This lease was the subject of a Public Hearing held by this sub-committee on December 17, 1974.

Our real estate expert, Mr. Norman Benedict, testified at the Hearing that this property has a reported area of 10,512 square feet. This can only be accounted for if a partially wet basement, basement boiler room, and the thickness of the walls of this converted house are added. The lease calls for this rental space to be within a three story building. However to accomplish this, the basement area and the three upper floors would have to be included. Even without considering the problem of the basement, Mr. Benedict believes that this rental is high, despite substantial offstreet parking.

575 Main Street, Ansonia, Conn.

Lessor: Community Development Company—Mr. Ralph DiNardo, Mr. Frank DiNardo, Mr. Robert DiNardo, and Mr. Chester Zaniewski.

Lessee Agency: State Labor Department.

Terms: Lease approved by Attorney General on 5-9-74. Lease will become effective 210 calendar days after this date. \$28,700 Per Annum. 5,800 Square Feet.

Analysis.—This lease was the subject of Public Hearings held by this sub-committee on December 11th and 12th, 1974.

The Labor Department's official request for this space was filed by the Department of Public Works on July 13, 1973. However, according to the testimony before our sub-committee, this request for space left the Labor Department bound for the Department of Public Works sometime in January of 1973. Whether this so-called "Exhibit A" form was waylaid somewhere between the Department of Public Works and the Labor Department, or whether the form was at the Department of Public Works but was not filed for six months, remains an enigma. Regardless, on May 8, 1973, two months before the Department of Public Works had filed the Labor Department's request for space, the Community Development Company made a lease proposal for a facility to be newly constructed for the Labor Department in the redevelopment area of Ansonia. Apparently, the Community Development Company was able to prepare a detailed proposal at such an early date because of Mr. Chester Zaniewski's involvement as a partner. Mr. Zaniewski, the former Leasing Chief of the Department of Public Works, had the knowledge not only of the State's future leasing needs but also of the Labor Department's particular criteria for a location.

With Mr. Zaniewski's specialized input, the Community Development Company was in a position to offer the State the best location for this facility long before any other prospective lessor could do so. The Department of Public Works could not explain to this sub-committee why its office entertained a lease proposal for a Labor Department before such Department requested space for a new facility.

While the Department of Public Works was contemplating this proposal, the Leasing Advertising Statute became law on July 1, 1973. Because of this statute, all proposals for prospective leases had to be dropped since the Department of Public Works now had to advertise in the appropriate newspapers concerning State leasing needs. After the insertion of the advertisement there had to be a sixty day waiting period before consideration was given to any responding lessors. The Department of Public Works received a few responses from its advertisement, one being the resubmittal of a proposal by the Community Development Company and another being a proposal by Mr. Frank Loda on behalf of the Anaconda Brass Company. The Anaconda Brass Company's proposal was significantly cheaper in price and offered more facilities than the Community Development Company's proposal. Mr. Loda testified before this sub-committee that

he felt that his proposal had not been given adequate consideration. However, based on a comparative study conducted by our real estate expert it was concluded that the two facilities were comparable proposals. After interviews with Labor Department officials, who told the sub-committee staff that the Community Development Company's location was superior to the Anaconda Brass Company's location and that the latter building would need substantial renovation to conform to the Department's uses, this sub-committee has concluded that the acceptance of the Community Development Company's proposal was probably economically justifiable.

The lease proposal by the Community Development Company was eventually amended, reducing the number of parking spaces from 35 to 17. We are not critical of the decrease in the number of spaces since the Labor Department told our subcommittee that 17 spaces was all they actually needed. However, we have noted that there has been no resultant decrease in the price. The architect for the lessor explained in a letter to the Department of Public Works that the grading of the area where the other 18 spaces were to be located would have cost the same if not more. Cognizant of the possible self-serving nature of this statement, we questioned Department of Public Works at the public hearing as to why there were no negotiations to decrease the price. At that time the Department of Public Works could offer no explanations.

It should be mentioned that the Attorney General's office in the normal course of their review of this lease noted a flaw in the tax escalation clause which could have potentially cost the State additional money. The lease proposal stated that the State would pick up any additional tax increases in excess of the base tax year of October 1, 1974. The latter wording could have conceivably cost the State of Connecticut a significant amount of money if the construction of the building had not been completed by October 1, 1974. However, the Department of Public Works, upon the Attorney General's advice, promptly corrected the error.

It should also be noted that the Department of Finance and Control originally returned this lease without their approval because they felt the new Ansonia Labor Department should be housed together with the Ansonia Motor Vehicle Department, which was also looking for new quarters about this time. The Labor Department rejected this idea for several reasons and the Department of Finance and Control subsequently agreed with the Labor Department's appraisal of the situation.

It has troubled this sub-committee that even at this date, with the facility substantially complete, title still does not rest with the lessor. Presently the title holder is a Mr. Frank Brokowski of Ansonia. Though this situation is due in part to a technicality of the City of Ansonia's Redevelopment Agency Law, we feel that the State should have gotten some guarantee that the title would eventually flow to the lessor.

During the course of our investigation of the Labor Department Lease in Ansonia, we were contacted by then State Senator William Powanda of Seymour. He told the sub-committee staff in an interview, and later under oath, about his contact with Mr. Frank DiNardo of the Community Development Company concerning the Motor Vehicle Lease in Ansonia. Senator Powanda stated that he first met Mr. Frank DiNardo when the former had run out of gas on the highway. Mr. Frank DiNardo, seeing the State license plate, stopped and gave the Senator a ride to a nearby gas station. At this time, Mr. Frank DiNardo told the Senator that he was a real estate developer and an active contributor to the State Republican Party. Thereafter, Mr. Frank DiNardo called Senator Powanda several times and on occasion came to his office unannounced. At this point, the Community Development Company's proposal for the Ansonia Labor Department was in the final stages of approval. However, it seems that Mr. DiNardo was very interested in acquiring the new lease for the Ansonia Motor Vehicle Department. The Senator stated that everytime he saw or talked with Mr. Frank DiNardo (which he estimated to be around six to eight times) the latter made implications of dealing below-board with respect to acquiring leases with the State.

Specifically with respect to the Motor Vehicle Lease in Ansonia, Mr. DiNardo in the Senator's own words "dangled bait" in the legislator's face. He told the Senator that if he could swing the lease Mr. DiNardo's way there could be something in it for the Senator. He further said that unlike the way things were handled in Washington, no one would ever know about it. The Senator also stated that Mr. DiNardo was able to monitor, and even tried to interfere, with the eventual successful proposal for the Ansonia Motor Vehicle Lease.

Before Senator Powanda testified to the above mentioned statements, Mr. Frank DiNardo under oath was asked whether he had ever talked to any elected State officials about this or any other lease. He responded in the negative. Mr. Frank DiNardo was not present when Senator Powanda testified before this sub-committee. Consequently, he was not called back to the stand to respond to Senator Powanda's remarks.

The legal staff of this sub-committee will assess the testimony of both Senator Powanda and Mr. Frank DiNardo to see whether there have been any violations of criminal statutes.

Our real estate expert notes that this property's rental is somewhat high, though not excessively so. A typical rental in the area at the time that this lease was entered into was \$4.00 per square foot, whereas this property is leased at \$4.95 per square foot. However, this building was tailored to the State's needs and includes substantial off-street parking and air-conditioning.

1862 East Main Street, Bridgeport, Conn.

Lessor: SKD Construction Company—Peter DiNardo, S. Kenneth DiNardo, and Alfred Lenoci.

Lessee Agency: Human Rights and Opportunities; The Department of Corrections; and the Labor Department.

Terms:

Human Rights and Opportunities.—1970 to 1980. \$5,800 Per Annum. 1,225 Square Feet.

Department of Corrections.—(a) 1974 to 1975. \$3,400 Per Annum. 731 Square Feet. (b) 1970 to 1980. \$4,100 Per Annum. 880 Square Feet.

Labor Department.—1970 to 1980. \$6,600 Per Annum. 1,400 Square Feet.

Analysis.—These particular leases were the subject of a Public hearing held before this sub-committee on December 11, 1974.

The building is presently occupied by three agencies under four separate leases for a total of approximately \$20,000 per year. Our qualms with respect to the leases entered into at this address focus on the period of time before the first lease was negotiated. This property was owned by the Lincoln National Life Insurance Company and being leased to the Sperry Rand Corporation when Mr. Peter DiNardo became interested in the building as a possibility to fulfill the State's leasing needs. There was a prominent "For Lease" sign on the building.

However, at this point in time the Lincoln National Life Insurance Company did not want to sell the building. They were only interested in offering it on the public market for lease purposes. Also, the Rand Corporation, the lessee, wanted to sublease their interest (which had fifteen years to run) in the building. It is questionable why the State did not, upon a search for space, locate the building itself and negotiate directly either with the owner or the lessee of the structure.

Mr. Peter DiNardo told our sub-committee that he secured a binder on this property for investment purposes. He then talked to a parole officer at the earlier Department of Corrections facility in Bridgeport who told him of the need for a new location in the city. Thereupon, Mr. DiNardo called Mr. Chester A. Zaniewski, the then Leasing Chief of the Department of Public Works, whom he had dealt with from time to time with respect to other lease proposals. Mr. DiNardo asked Mr. Zaniewski to come down to Bridgeport to look at the building in question. Mr. Zaniewski did view the premises and mentioned to Mr. DiNardo that he was favorably disposed towards the facility for State leasing purposes. He also told Mr. DiNardo that in addition to the Corrections Department, the Commission on Human Rights and Opportunities and the Department of Community Affairs also needed space.

There are several indications that Mr. Zaniewski gave favored consideration to Mr. DiNardo's property at 1862 East Main Street. First, Mr. Zaniewski had his leasing agent, Mr. William Barrone, look at the building with the agencies who needed space. Mr. Barrone also looked at 1470 Barnum Avenue, however, he never went inside that particular building. Therefore, at this junction it appears as though the 1470 Barnum Avenue location was not given any serious consideration (later the State does enter into a lease at 1470 Barnum Avenue for another State Agency). Second, there was a memo in the Department of Public Works files in which the Department of Community Affairs mentions that they did not ask for a long-term commitment for a lease at 1862 East Main Street.

Thus, it seems that they were perplexed as to the Department of Public Works' rationale in negotiating such a commitment on their behalf. Third, the Commission on Human Rights and Opportunities inspected the building at 1470 Barnum Avenue and found the space suitable. However, Mr. Zaniewski notes to Mr. Barrone in a letter taken from the Department of Public Works files that he (Mr. Zaniewski) "would rather move them into 1862 East Main Street if possible". Fourth, there was also a memo in the Department of Public Works files which shows Mr. Zaniewski writing to the agencies once they are in the building to see if they need more space. When they all replied in the negative, Mr. Zaniewski asked Mr. Barrone to see if any agency in the State would need space in the Bridgeport area. Normally this zealotness would be commendable on the part of a Department of Public Works official. However, the fact that this sort of activity has not been seen in any other lease file, coupled with the above mentioned indications, leads this sub-committee to conclude that Mr. DiNardo's building was given favored treatment.

Our real estate expert, Mr. Norman Benedict, made the following conclusions about the rental rate paid out by these three agencies: 1) The Commission on Human Rights and Opportunities lease was a little higher than was typical of the real estate market at the time. However, it was still within a reasonable range to indicate no unfairness to the State. 2) The rental rate paid by the Corrections Department is favorable to the State, while the effective rental paid by the Labor Department is almost generous.

59-61 East Avenue, Norwalk, Conn.

Lessor: East Avenue Realty—Peter DiNardo, President; Nancy DiNardo, Secretary; Josephine DiNardo, Treasurer

Lessee Agencies: Dept. of Education—Vocational Rehabilitation Dept. and Department of Motor Vehicles

Terms:

Department of Education—Vocational Rehabilitation Division.—2-1-69 to 11-30-74 (Rental). \$2,047 Per Annum. 455 Square Feet.

Department of Motor Vehicles.—12-1-68 to 11-30-83 (Rental). \$15,800 Per Annum. 5,000 Square Feet.

Analysis.—These are leases whose original initiation period antedated 1960. Though the resolution establishing this sub-committee directed our investigation to leases entered into after 1960, we felt obliged to study these leases because they had been renewed quite recently. We have found no irregularities in either the previous leases or the renewals.

731 West Avenue, Norwalk, Conn.

Lessor: SKD Construction Company—Peter DiNardo, S. Kenneth DiNardo, and Alfred Lenoci

Lessee Agency: State Labor Department

Terms: 10 year lease approved by the Attorney General on 10-29-74. Lease inception will occur 210 calendar days after this date. \$34,999 Per Annum. 7,000 Square Feet.

Analysis.—This lease came to our attention in the latter stages of our investigation. Consequently, we did not have sufficient time to do a complete study of the negotiation and acquisition of this leasehold. However, we did thoroughly investigate the Department of Public Works files with respect to this lease, as well as conduct interviews with the appropriate Labor Department and Department of Public Works officials. Based on those sources of information, we have reached the following conclusions:

1. The SKD Construction Company did make a proposal some 3½ months before the Labor Department requested space of the Department of Public Works.

2. The Labor Department was favorably impressed with the site selected.

3. It is questionable whether the Department of Public Works made an adequate site search.

4. Several high ranking Labor Department officials were curious as to how the DiNardo Brothers (both of SKD Construction and Community Develop-

ment Company) were able to submit proposals offering the most suitable locations to their department in Norwalk, Ansonia, and Stamford, all within a 1½ year period.

The information garnered concerning this lease was not given to our real estate expert in time for him to make an informed evaluation. However, it does appear on its face to be a reasonable rental rate for a Labor Department lease in a newly constructed facility.

333 Wilson Avenue, Norwalk, Conn.

Lessor: Messrs. Robert, Peter, Ralph and Frank DiNardo and Mr. Alfred Lenoci.
Lessee Agency: The Board of Trustees for Regional Community Colleges Norwalk Community College.

Terms: 9-1-71 to 8-31-81. \$350,826.60 Per Annum. Option to purchase at market value at the end of the fifth or tenth year.

Analysis.—The first indication in the Department of Public Works files that this property was offered for sale or lease was a letter in the files from Mr. Lewis Mintz, a Norwalk realtor. This letter was a sequel to a telephone conversation on December 19, 1970 regarding the possible use of the Sperry Rand facility in Norwalk. Although this was the first indication in the files that this property had been offered for sale or lease, there was a note written on the letter stating, "This has been offered to me previously by others and I have already inspected the property. Advise him so." This note was signed by Mr. Chester Zaniewski, leasing chief of the Department of Public Works.

The files, however, do not document Mr. Zaniewski's statement. As a matter of fact, the little information that is available in the files concerns attempts to obtain a lease from the City of Norwalk for the Roger Ludlow School. It seems, however, that the Community College had been looking for new quarters for over a year. Therefore, the reason the State did not deal directly with the Sperry Rand Corp. when this property became available has still not been explained.

On February 9, 1971, Mr. Frank DiNardo sent a lease proposal outline for the property on 333 Wilson Avenue to the Department of Public Works. He informed our staff that at that time he had a 1% binder on the property.

Eventually, the City of Norwalk requested the removal of the Community College from the Brian McMahon High School because of the heavy student load which was far in excess of the building's designed use. Prior to the January 1971 Board of Education Meeting, when it was requested that the Community College be removed from the High School, the Board of Education was informed that the College was planning to utilize the Sperry Rand Building on Wilson Avenue. Our investigation indicates that the College had very few options open to them if they wished to continue operating, as there were no other proposals in the Department of Public Works files at this time. Thus they were essentially "locked into" the Sperry Rand property.

The lease proposal outline was sent to the Department of Finance and Control on March 12, 1971 with a letter from Mr. Chester Zaniewski. Mr. Zaniewski stated at this time that, "the proponent in this matter currently holds a valid agreement to buy, which he was successful in acquiring in competition with approximately six (6) other interested people, most of whom had other uses in mind upon acquisition. This office has conducted somewhat delicate negotiations in order to assure ourselves that the ultimate purchaser would give preference to leasing these facilities to the State for use by the Community College." We have not had an opportunity to sufficiently assess this statement since none of the information mentioned in the statement could be found in the Department of Public Works files.

On March 19, 1971, the lease proposal was approved by the Department of Finance and Control with the proviso that alterations were not to exceed \$100,000. There was not enough funding to even begin the renovations. Although the Department of Public Works and the Trustees of the Community College were aware of this, they still began what was to be Phase I of four phases. These phases ultimately cost the State approximately \$560,000 for total renovations.

The Executive Officer of the Board of Trustees of Regional Community Colleges, Searle Charles, in a memo dated October 14, 1971 and addressed to Department of Public Works Commissioner Edward Kozlowski, stated that at no time was his staff, or the staff of Norwalk Community College, asked to make a complete

layout with cost estimates before the final decision to lease the Sperry Rand facilities was made. The \$180,000 concept (\$100,000 provided by the State and \$80,000 provided by the lessor) for renovations did not originate with the Community Colleges. They did agree, however, to proceed on this basis and do as much as they could accomplish, rather than have the entire project scrapped. Mr. Charles pointed out that the final series of negotiations did not involve himself, the President of Norwalk Community College, or the Chairman of the Board. He felt that this matter had become a political one and that the final terms were set forth by individuals other than the college executives.

The original agreement called for the lessee to pay as additional rental the total cost of alterations as verified by the Department of Public Works. Instead, the Department of Public Works paid for the alterations based on an estimate of the cost of the work to be done.

Our real estate expert states that in his opinion the lease tends to be on the high side, with very little space being truly comparable for alternate occupancy by the State of Connecticut.

20 Summer Street, Stamford, Conn.

Lessor: The Community Development Company—Mr. Frank DiNardo, Mr. Robert DiNardo, Mr. Ralph DiNardo, and Mr. Chester Zaniewski.

Lessee Agency: Labor Department.

Terms: 9-1-73 to 8-31-83. \$42,470.00 Per Annum. 10,600 Square Feet.

Analysis.—This lease was the subject of Public Hearings held before this Subcommittee on December 11 and December 12, 1974. The two main problem areas regarding this lease were the partnership arrangement between the DiNardo Brothers and the former Head of the Department of Public Works Leasing Division, Mr. Chester Zaniewski, as well as some of the irregularities concerning parking lot facilities guaranteed by the lessor to the State at this Stamford address.

Mr. Zaniewski, shortly after leaving State service, entered into a twenty-five percent (25%) partnership interest in this lease with Messrs. Frank, Robert and Ralph DiNardo. (It should be noted that Mr. Zaniewski while serving as the Head of the Leasing Division negotiated the Norwalk Community College Lease between Mr. Frank DiNardo and the State of Connecticut. This lease was also subject to investigation by our subcommittee staff.) After Mr. Zaniewski, a licensed real estate broker, left the State employ, he decided to broker some deals with various people, including people whom he had negotiated leases with on behalf of the State. One of the first people he entered into a business relationship with was Mr. Frank DiNardo.

This subcommittee was given three divergent accounts by these two gentlemen as to the basis for Mr. Zaniewski's twenty-five percent (25%) interest in the Summer Street lease. One was that Mr. Zaniewski was being given consideration for his knowledge of the State's future leasing needs. Another was that he was being paid for his help in securing a mortgage for this property on behalf of the DiNardo Brothers. Finally, Mr. DiNardo and Mr. Zaniewski with the benefit of combined recollections said that the equity position granted the latter was in lieu of his real estate commission.

Regardless of the reason for his partnership interest, it is clear that Mr. Zaniewski's participation in this lease put the Community Development Company in a position significantly more advantageous than any other lessor. Mr. Zaniewski's private knowledge of the State's leasing needs placed him in a unique position to advise the Community Development Company as to the exact sort of location that the Labor Department would desire. Though Mr. Zaniewski's financial interest and activity with respect to this lease were not in violation of any existing statutes, we do feel that his participation effectively preempted other citizens of the State from making competitive proposals for a Labor Department in the Stamford area.

The Labor Department was evicted from its earlier leasehold at Washington Street, Stamford because of the inadequate parking facilities at that location which caused a safety hazard. Consequently, one of the Labor Department's main concerns when looking for new space in Stamford was to find a location with ample parking. Under the terms of the lease at 20 Summer Street, the landlord promised to furnish off-street parking in a lot "adjacent to the lease premises for not less than thirty cars".

To date, the landlord has furnished some of the parking in a lot adjacent to the premises, with the rest of the parking being located across the street. However, this sub-committee has concluded that these parking facilities are not guaranteed to the State for its use over the entire ten-year term of the lease as purported to be under the lease agreement. Title to these lots belongs to the Stamford Urban Renewal Commission and the operational jurisdiction lies with the Stamford Parking Authority. The relevant concern of the State is that these lots are subject to recall by the Urban Renewal Commission upon one month's notice.

The evolution of the acquisition of these particular parking spaces indicates a conflict of interest on the part of the co-real estate broker for this deal, Mr. Max Friedman. He apparently approached the DiNardos sometime after they had already taken an option out on the 20 Summer Street property and told them of the State's need for a new Labor Department location. Mr. Friedman was aware of this need, at least in part, because of a conversation he had had with State Representative James Bingham. Mr. Bingham, a long-time friend of Mr. Friedman, told our staff that he had only given Mr. Friedman the sort of information that he would have told any constituent who inquired about a prospective State lease. The DiNardos, who already knew of the State's need because of Mr. Zaniewski's input, still hired Mr. Friedman as a co-broker, apparently to camouflage Mr. Zaniewski's participation. The utilization of Mr. Friedman's services as a broker also provided another benefit to the Community Development Company. Mr. Max Friedman was Chairman of the Stamford Parking Authority when this lease was negotiated. At this time the parking lots presently used by the State Labor Department were owned and operated by the Stamford Urban Renewal Commission. Sometime after Mr. Friedman became record broker for the deal and before the lease proposal was accepted by the State, operational jurisdiction for these lots was transferred from the Urban Renewal Commission to the Parking Authority.

The Corporation Counsel's Office of Stamford became suspicious about this parking lot jurisdictional switch and wrote a letter to Department of Public Works Commissioner Paul Manafort in December of 1973. At that time, the Corporation Counsel asked Commissioner Manafort for a copy of the lease. Even though this information is available to the public and should have been sent forthwith, it was not. Instead, Commissioner Manafort sent a copy of the letter to Attorney Paul Shapero of the Stamford law firm of Bingham and Shapero, who represented the DiNardos with respect to financing the 20 Summer Street deal. Frustrated after his attempt to secure the lease from either Commissioner Manafort or Attorney Shapero, the Stamford Corporation Counsel, Mr. Joel Freedman, had to forgo his inquiry until he could elicit more information. When our sub-committee began its investigation of this particular lease, we contacted Mr. Joel Freedman and appraised him of what we considered to be an irregularity concerning the parking lot acquisition. Upon his request, we forwarded to him a copy of the lease and provided him with the information that Mr. Max Friedman was the record co-broker for the 20 Summer Street Lease. Shortly thereafter, a meeting was held with Mr. Joel Freedman, Stamford Mayor Frederick Lenz, Jr. and Mr. Max Friedman. The result of that meeting was the resignation of Mr. Max Friedman as Chairman of the Stamford Parking Authority.

It should be noted that our real estate expert considered the rental rate at 20 Summer Street to be lower than comparable rentals in the Stamford area.

Prospect Street Extension, Thomaston, Conn.

Lessor: Prospect-Carter Associates—Mr. Henry F. Dodd and Mr. James Casey.
Lessee Agency: Department of Transportation Highway Garage Facility.
Terms: 1-1-71 to 12-31-85. \$74,760 Per Annum. Option to purchase, \$335,000 Per Annum. Option to renew, \$74,760 Per Annum.

Analysis.—This lease was the subject of a Public Hearing held by this sub-committee on November 26, 1974. This analysis should be prefaced with a factual reminder that leasing procedures did not begin to solidify until October 1967, the date of Governor Dempsey's policy letter with respect to leasing procedures. Final establishment of leasing procedures was not completed until November of 1968 when Finance and Control also issued a policy letter assuring that established leasing procedures were in effect. Since some of the events regarding this highway garage lease took place prior to or during the above dates, they may not be

considered violations of leasing practices per se. However, they still appear to fall below the reasonable business practices which have always been expected of our State officials.

Eighteen months before the Department of Transportation requested space for a highway garage, Mr. Elmer Morgan, a maintenance official in the Highway Department, viewed several sites in the Thomaston area with Mr. Henry F. Dodd. In an interview with our sub-committee, Mr. Dodd said that he had been a landlord of a State Highway Garage on Rowley Street in Winsted since 1956. Since he felt that the State was a good tenant, Mr. Dodd decided that he wanted to build a new highway garage if, and when, such a need ever developed.

He said that he was constantly questioning Mr. Elmer Morgan, whose brother was a foreman in Mr. Dodd's place of business, about where and when there would be such a need. According to Mr. Dodd sometime in early 1967 Mr. Morgan came to him and told him of the need for a State highway garage around the Thomaston area. Mr. Dodd looked at some sites in Thomaston, and after narrowing down the choices, he had both Mr. Morgan and Mr. Frank Buckley (Mr. Morgan's superior) look at the present site in May of 1967. The gentlemen from the Highway Department gave a positive response concerning the use of this site as a highway garage facility. Shortly thereafter, Mr. Dodd purchased the land where the present facility is now situated. It should be noted here that Mr. Morgan's testimony conflicts with that of Mr. Dodd's on this matter. Mr. Morgan testified that he never, on his own initiative, told Mr. Dodd of the need for a highway garage. Rather, he testified that Mr. Frank Buckley, Chief of Property Control of the Highway Department at the time, gave him the order to look at a site in Thomaston with Mr. Dodd. Mr. Morgan did not know why Mr. Buckley (now deceased) issued such a directive.

Some six months after he purchased the land and some seven months before the Department of Transportation requested space, Mr. Dodd had a meeting with Mr. Nicholas Juliano of the Department of Transportation's Wethersfield Office. Mr. Juliano told this sub-committee in an interview that Mr. Dodd came in unannounced and that he advised Mr. Dodd to talk to Mr. William Wade, who was Mr. Buckley's successor. Mr. Dodd wrote to Mr. Wade on two occasions but never got a reply. On August 21, 1968, Mr. Wade sent in a request for space for a new Department of Transportation Highway Garage in Thomaston to Finance and Control (which was then the normal procedure). He then sent this notice to the Department of Public Works on September 3, 1968 and mentioned that the Department of Transportation had made their own preliminary search and found a potential site controlled by a Mr. Benjamin Z. Schulman of Hartford. From September 3, 1969 until February 18, 1969, there is no correspondence in the Department of Public Works file. When the file resumes again, Mr. Schulman is never mentioned and the State is negotiating only with Mr. Henry Dodd.

In the course of our investigation of over fifty leases, this sub-committee has never observed a gap in the Department of Public Works files for such a substantial period of time. Neither the Department of Public Works nor the Department of Transportation could explain the lack of correspondence in any of their files between those two dates. The sub-committee staff had great difficulty contacting Mr. Benjamin Schulman. Finally, contact was made sometime shortly before the Public Hearings began. In a telephone interview, Mr. Schulman said that he could not remember controlling any property down in Thomaston nor being contacted by State officials with respect to a highway garage in the Thomaston area. However, he said it was possible that he could have been operating for a principal who was interested in acquiring property for a highway garage to be located in that general area. However, he had no present recollection of such a situation.

The lack of definite leasing procedures notwithstanding, this sub-committee must conclude that Mr. Dodd's access to early information through the Highway Department severely limited any bargaining leverage that the Department of Public Works might have been able to exert.

The least proposal price was eventually amended downwards, but even so, it was rejected by Mr. Sherwood Jeter, Jr. and Mr. Wilbur Purrington of the Citizens Advisory Council on Public Works. Also, the then Finance and Control Commissioner, Leo Donohue, would not approve the lease proposal until the option purchase price was reduced by \$200,000. Here we are critical of the Department of Public Works for not at least negotiating on their own accord a lower option purchase price.

This sub-committee is very critical of the site chosen for this Department of Transportation Highway Garage. The edifice is situated atop a hill which has an extremely steep grade. It was reported to our sub-committee that during the winter, State employees who operate the highway trucks cannot get to their vehicles until the City of Thomaston sands the approach to the State garage. It has also been reported to this sub-committee that during the winter, sand and salt are taken from another State property down by the Naugatuck River rather than from the new Department of Transportation Facility because of the problems incurred in maneuvering up the hill. We were also told by Thomaston city officials that they were called by a Department of Transportation employee during the first few days that the facility was open. He asked them if there was another access route to the garage with less of an incline since he could not negotiate this hill with a truckload of supplies.

Another part of our investigation of this lease centered on an apparent attempt by Mr. Dodd to influence a city official to change the assessment of the structure. If Mr. Dodd had succeeded, he would have shifted the burden of additional tax increases onto the State of Connecticut. According to the testimony of Mr. George Dolan, the then Chairman of the Thomaston Board of Assessors, Mr. Dodd called him shortly after the Garage was completed in June of 1971. Mr. Dodd asked Mr. Dolan if he would assess his building before October 1, 1971, offering to pay Mr. Dolan for his time. The latter said that he would do this because it was part of his job and that he would not accept the money. The Board of Assessors did in fact complete the assessment before the October 1st date. Sometime before October 1st, Mr. Dodd again contacted Mr. Dolan and asked him if he could lower the tax assessment due to Mr. Dodd's financial situation. Mr. Dolan said he would have to talk to the rest of the Board to see if this was possible. That same night, Mr. Dolan talked to the Board and they all decided to check the lease recorded on the town records.

When they read the lease, they noticed the tax escalation clause which would obligate the State to pick up any increase in the assessment after October 1, 1971. After this discovery, Mr. Dolan told Mr. Dodd that the Board would under no condition lower the assessment. Later Mr. Dolan had Mr. Patsy Piscopo, the then Deputy Banking Commissioner, hand deliver a letter to either the Department of Transportation or the Governor's Office. The letter was general in nature, mentioning that Mr. Dolan felt something was awry with this lease and that it should be looked into by State officials. Neither the Governor's Office nor the Department of Transportation have any record of such a letter being received.

Mr. Dodd had been asked earlier during his testimony whether he had ever talked to the Town Assessor in Thomaston. At that point he answered in the negative. However, after Mr. Dolan testified, Mr. Dodd took the witness stand once again. During the second part of his testimony, Mr. Dodd said his memory was refreshed and that he had in fact had two encounters with Mr. Dolan. However, Mr. Dodd denied that he had tried to do anything either illegal or improper.

Another focus of our concern was the partnership agreement between Mr. Henry Dodd and Mr. James Casey, entered into after the negotiation of this lease had been completed. Mr. Casey, who has an equal fifty percent (50%) interest with Mr. Dodd, served as Commissioner of Consumer Protection from January of 1966 through May of 1970. Mr. Casey testified that Mr. Dodd first approached him concerning a partnership interest in this lease around May of 1970. At this time, Mr. Casey said he had decided to resign his Commissionership, although he could not remember if he had officially resigned it at this point.

It seems Mr. Dodd came to Mr. Casey because they were long-time friends. At this juncture Mr. Dodd had already had a letter of commitment for the Garage, but he could not secure financing even though he had an executive position in a Hartford bank. Mr. Dodd offered Mr. Casey a partnership in this lease because he felt that the latter could secure a mortgage because of his political contacts. Mr. Casey did in fact secure two mortgages on their behalf, one in 1970 and the other in 1971, though Mr. Casey did not sign either mortgage. Even though the partnership agreement was effective in 1970, the land was not transferred from Mr. Dodd to the partnership until almost two and one-half years after the lease was signed. When asked by our sub-committee staff whether the delay in the transfer was to hide Mr. Casey's role in this lease, it was denied by both gentlemen. Mr. Casey explained that the transfer was dilatory because Mr. Dodd had been in the hospital for several months during this period and their respective lawyers had never gotten around to making the transfer until 1972.

Mr. Casey said it was "entirely possible" that he had talked to Mr. Dodd about the Garage previous to May 1970 and that it was also possible that he had called Mr. Chester Zaniewski of the Department of Public Works on Mr. Dodd's behalf during the negotiation of the lease. Mr. Zaniewski echoed these remarks to our staff, saying that it was possible that Mr. Casey had interceded on Mr. Dodd's behalf. However, he, like Mr. Casey, could not specifically remember whether this in fact had occurred.

Even though it was not a violation of any statute or regulation, this subcommittee is troubled by the partnership arrangement formed between Mr. Henry Dodd and Mr. Chester Zaniewski after the latter left State service. Presently, they have a joint partnership interest in a parcel of land in Winsted which has been offered to the State as a parking lot for Northwestern Community College. To date, no action has been taken on this lease proposal.

Our real estate expert reported that the rental paid on this lease is high when compared to local industrial rates in regional public utility garages. The State is paying \$6.66 per square foot whereas the mean rental rate according to our expert should be \$2.52 per square foot.

Industrial Drive (Intersection of Route 85 and Connecticut Turnpike),
Waterford, Conn.

Lessor: Frank E. Downes Construction Company—Frank E. Downes, President and Treasurer; John E. Downes, Vice President and Secretary; and Michael Timura, Vice President.

Lessee Agency: Department of Transportation Highway Garage Maintenance Facility and Salt Storage Shed.

Terms: 7-1-73 to 6-30-88, \$64,500 Per Annum. Option to purchase, \$404,777 or renewal at \$47,748 Per Annum. 13,022 Square Feet.

Analysis.—This lease was the subject of a Public Hearing held on September 7, 1972 under the auspices of the General Assembly's State and Urban Development Committee chaired by State Senator Joseph Lieberman. This lease was also considered by our subcommittee at a Public Hearing held on December 3, 1974.

Mr. John E. Downes testified in 1972, and subsequently told our staff in 1974, the following: He ran into Mr. Howard Dickinson, Department of Transportation's Chief of Maintenance, sometime in 1970. Mr. John Downes had known Mr. Dickinson for many years because of the latter's involvement in construction and maintenance for the State Highway Department. (Mr. Dickinson testified to the contrary, stating that he had never known Mr. Downes before this encounter.) Mr. Downes told Mr. Dickinson that his construction company would be interested in a leasing venture with the State and that Mr. Dickinson should keep him informed as to any subsequent needs the State might develop. Sometime around early 1971, Mr. Dickinson told Mr. John Downes that the Department of Transportation would need a garage with about ten acres of land somewhere in the vicinity of the New London-Waterford area.

He also advised Mr. Downes to look at an existing garage in order to get an idea as to required specifications. Mr. John Downes then directed Mr. Edward Murray, a realtor from New Britain, to comb the New London-Waterford area for a potential site. Mr. Murray located a few, including the present site, around May or June of 1971. Sometime in June of 1971, Mr. John Downes, Mr. Edward Murray, Mr. Howard Dickinson, and another unidentified lower echelon Department of Transportation official went to look at the present site. Upon viewing the premises, Mr. Dickinson told Mr. Downes that it was a suitable location for the proposed highway garage. In October of 1971, Mr. John Downes called Department of Public Works Commissioner Edward Kozlowski telling him that he was aware of the Department of Transportation's need for a highway garage and that he had a parcel of land available in Waterford. It should be noted that at this time the Department of Transportation had not given the Department of Public Works an official request for space and that the Downes Construction Company had not yet taken an option on the property.

Shortly thereafter, the following sequence of events transpired within two weeks: The Department of Transportation requested space from the Department of Public Works for a highway garage in the Waterford area; Mr. John E. Downes submitted a detailed lease proposal to the Department of Public Works for a highway garage in the Waterford area; the Frank E. Downes Construction Company took out an option on the parcel in question.

The then Department of Transportation Commissioner A. Earl Wood's version of the events preceding the lease acquisition by the Downes Construction Company, told to our staff in 1974, is different than that of Mr. John E. Downes. Commissioner Wood's version is as follows: Around the spring or early summer of 1971 he received a telephone call from Mr. J. Brian Gaffney, the Republican Party State Chairman and Representative from New Britain at that time. Mr. Gaffney told Commissioner Wood that a constituent of his from New Britain had a lease with the Motor Vehicle Department there which was being taken by the Department of Transportation as a right of way. The constituent wanted to re-invest in a building which could be leased to the State. (Commissioner Wood was clear in emphasizing that he was never told by Mr. Gaffney that the constituent was his uncle. The Commissioner also stated that Mr. Gaffney was one of the Republican Party members who had an active role in the screening of his appointment, an event which had taken place shortly before the Chairman's phone call to him.) Commissioner Wood said that shortly after Mr. Gaffney's phone call he had a meeting with Mr. Frank E. Downes at the Department of Transportation Office.

(Mr. Frank E. Downes is the president of the construction company bearing his name, the uncle of Mr. J. Brian Gaffney, and the father of John E. Downes.) At this meeting Commissioner Wood told Frank Downes of the need for a highway garage in Waterford. Mr. Frank Downes later called Commissioner Wood expressing a definite interest in this proposed garage. This Commissioner then assigned Mr. Howard Dickinson, who was privy to all information relative to the centralization of proposed new highway garages in the State, to go to Waterford and look at the site which Commissioner Wood thought the Frank E. Downes Construction Company had an option on. (Mr. Howard Dickinson was to later testify that this was the first time in forty years of service with the Highway Department that he had ever been requested by a Commissioner to aid a prospective lessor in the selection of a site).

In 1972, Commissioner Wood sent to the General Assembly's State and Urban Development Committee sworn testimony which he described as a "full and complete statement" concerning the events preceding the leasing of this highway garage. In this particular testimony Commissioner Wood did not mention that the then State Republican Party Chairman, J. Brian Gaffney, had given him a call with regard to this matter. He also stated in his 1972 testimony that his first meeting with Mr. Frank E. Downes was in October of 1971. Consequently, there is an apparent discrepancy between the testimony of Mr. John E. Downes and that of former Department of Transportation Commissioner A. Earl Wood, as well as a further discrepancy between Commissioner Wood's 1974 version of the events and his sworn testimony before the 1972 Legislative Hearing.

Department of Public Works Commissioner Edward Kozlowski, when told by this sub-committee's staff about the events which took place before his Department received Department of Transportation's request for space, remarked that he was unaware of the Department of Transportation's early activity with the lessors in both the Waterford and Winsted Highway Garage Leases (see the Winsted Highway Garage Analysis). He went on to say that he had suspected that the lessors had obtained inside information since detailed proposals came in so soon after the official request for space was received by the Department of Public Works. He asserted that this was unfair and that it undermined the Department of Public Works' authority and ability to provide the State with fair rentals. He specifically stated that he had never told Governor Meskill directly about these situations but that he would have done so if another such incident occurred.

With respect to the Waterford Lease, Commissioner Kozlowski noted that he had discovered through grapevine conversations in the Department of Public Works that Mr. Frank E. Downes was a relative of Mr. J. Brian Gaffney. Shortly thereafter, he received a call from Mr. Gaffney. At that time the Commissioner asked Mr. Gaffney if the granting of a State lease to his relative would prove embarrassing to him. The then State Republican Party Chairman said that it would not prove embarrassing to him and that as long as the lease was fair he didn't feel that his relatives should be precluded from doing business with the State.

Based on all the testimony received, this sub-committee has drawn the following conclusions with respect to the Waterford Highway Garage Lease: 1) The Downes Construction Company knew at least four and a half months (4½)

before the Department of Transportation requested space from the Department of Public Works that there would be a need for a highway garage in the Waterford area. The lessor was also made aware of the general specifications and requirements of such a facility. 2) Department of Transportation officials viewed this site with the prospective lessor several months before the request for space came into the Department of Public Works. At such time, these State officials gave Mr. John E. Downes a favorable assessment of the land for the construction of a highway garage facility. 3) The Downes Construction Company made a lease proposal to the Department of Public Works without having any legal interest in the land upon which the proposal was based. 4) This advance knowledge on the part of the lessor not only deprived the original landowner, as well as any other citizen, of the opportunity to make a competitive lease proposal, but also severely diminished the Department of Public Works' authority and responsibility to negotiate a fair rental. 5) Our real estate expert noted that this property's rental rate of \$5.43 per square foot is high when compared to local industrial rates of regional public utility garages.

Another issue raised during the hearing phase of our investigation was whether or not Governor Thomas Meskill had ever had any discussions with anyone concerning this lease. Back on November 4, 1974, an interview was conducted between Governor Meskill and this sub-committee's staff. At that time the Governor noted that he had only been involved with two particular State leases—one being the potential lease with respect to the Phoenix Building at 61 Woodland Street in Hartford and the other being the forged lease at 535 Boston Avenue in Bridgeport. At that time, Governor Meskill was specifically told of this sub-committee's findings with respect to the Waterford Lease. The Governor was asked if he was aware of the events described in the scenario above. He replied that he was not aware of those events. He was then specifically asked if he had ever had any discussions with Mr. Gaffney or anyone else regarding this lease. The Governor responded in the negative.

Sometime shortly after our Public Hearing of December 3, 1974, State Senator George Gunther publicly reiterated a statement he had made some two and a half (2½) years ago—that he had had a conversation with Governor Meskill about the Waterford Lease back in the spring of 1972. This subcommittee decided to invite Senator Gunther to testify before it concerning this statement. The Senator accepted our invitation and testified before our sub-committee on December 13, 1974. He testified to the following: 1) He had received an anonymous telephone call wherein he was told about the Downes lease proposal and given a detailed breakdown of the figures. Senator Gunther estimated that this conversation had occurred around April or May of 1972.

2) Shortly after this call, Senator Gunther inadvertently met the then Republican Party State Chairman, J. Brian Gaffney, in the hallway of the State Legislature. At this time he showed Mr. Gaffney a slip of paper containing the figures which the anonymous phone caller had given him and asked Mr. Gaffney if he knew about this lease proposal. Mr. Gaffney replied that he knew his uncle, Mr. Frank E. Downes, had applied for a lease but that he would have to check Senator Gunther's figures to see if they were accurate. A few minutes later he told Senator Gunther that the figures were correct. Senator Gunther said he then asked Mr. Gaffney to stop the lease but the latter replied "well this is the way we do things." Sometime later, Mr. Gaffney called Senator Gunther and asked him what his intentions were if the lease were approved. Senator Gunther advised Mr. Gaffney that he would "go public" with the figures. Mr. Gaffney stated at this point that he could not stop the lease because he was already committed. 3) Around May 11, 1972 Senator Gunther asked Mr. John Doyle, the liaison between Governor Meskill and the Legislature, to arrange a meeting with the Governor regarding the Waterford Lease. At this time, he gave the list of figures to Mr. Doyle. For over a week the Senator received no response from the Governor's Office. Senator Gunther then saw Mr. Doyle one day in the State Capitol and said that if he (Senator Gunther) did not see the Governor, he would make the Downes lease proposal public information. Mr. Doyle then made an appointment for the Senator to meet with Governor Meskill on May 23, 1972. 4) Governor Meskill and Senator Gunther met on May 23, 1972 for approximately ten minutes.

The Senator mentioned the Downes Lease specifically to the Governor to which the Governor is said to have remarked "what's wrong with it?" The Governor then asked the Senator what he would do if the lease were approved. Senator Gunther

replied that he would "go public." Governor Meskill retorted "What? . . . You're going to do the Democrats' dirty work?" Senator Gunther responded that he "didn't consider it dirty work." The Governor at this point said that he would look into the lease. 5) Senator Gunther wrote a public letter to Governor Meskill on June 1, 1972 detailing the Downes Lease Proposal and asking him to stop it. The Senator also asked for a complete review of "any other pending leases of this nature." (See attached letter). 6) Senator Gunther also testified that he had told United States Senator Lowell Weicker about this lease and about Senator Gunther's meeting with Governor Meskill concerning it. Senator Weicker, however, in his testimony before this sub-committee on December 16, 1974 denied ever having discussed any leases with Senator Gunther.

After Senator Gunther concluded testifying before our sub-committee, Governor Meskill's Office asked the sub-committee and its staff to join him in his office to discuss his recollections of the May 23, 1972 meeting. He told us that he recalled the meeting as being one of the strangest that he had ever had. He said that Senator Gunther came to his office very upset declaring that there was a problem in the Governor's administration. Governor Meskill went on to say that Senator Gunther declined to name the departments involved in this matter nor any of the individuals, whereupon the Governor said to the Senator "If you don't tell me what's wrong what can I do about it?" The Governor said at this point the Senator just left his office. Governor Meskill denied Senator Gunther's version of their May 23rd meeting and asserted that there was no mention of the Downes Lease or any other lease.

On December 16, 1974, John Doyle was interviewed by a subcommittee staff member. At that time he talked about a meeting he had had a few days previous with Governor Meskill. Mr. Doyle stated that at this meeting with Governor Meskill he and the Governor had tried to recollect the specifics of the May 23, 1972 meeting. According to Mr. Doyle, Governor Meskill had recalled Senator Gunther making allegations about Mr. Gaffney at the May 23, 1972 meeting. Mr. Doyle also initially indicated that Governor Meskill did tell him that the May 23rd meeting with Senator Gunther centered around a lease:

ALTSCHULER. Did Governor Meskill say that the talk was about a lease or had you briefed him that there was a lease involved . . . two years ago?

DOYLE. Yes.

However, later in this same interview Mr. Doyle said:

DOYLE. I don't know if he used the term lease . . . I just don't remember . . . He probably did.

Regardless of the text of the May 23rd meeting, it is clear that upon receipt of Senator Gunther's June 1, 1972 letter, Governor Meskill was made aware of the terms and the lessor involved in the Waterford Highway Garage Lease. However, Governor Meskill indicated that since a letter of commitment was signed and countersigned by May 19, 1972, he felt he was not in a legal position to stop this lease after this date since he considered such a document to be binding on the parties involved. It is also clear that after the September 7, 1972 Public Hearing conducted by the State and Urban Development Committee, which received substantial media coverage, the Governor knew or should have known, that the Downes Construction Company had obtained a lease based on early information which was in violation of the established leasing procedures.

Retyped verbatim on February 13, 1975 by Senator Gunther's Office.

Certified by: RICHARD P. ALTSCHULER, *Deputy Counsel.*

STATE OF CONNECTICUT,

SENATE,

STATE CAPITOL, HARTFORD,

June 1, 1972.

Governor THOMAS MESKILL,
State Capitol,
Hartford, Conn.

DEAR GOVERNOR MESKILL: For several years now I have been very critical of some of the policies of the State of Connecticut in "leasing" and have been very vocal about the need for a change. I have felt that the taxpayers of the State have been taking a beating, financially, on some of these leases. The procedure is not illegal, is not established by the legislature, but has been a policy of the Public Works Dept. with little or no opposition.

Just because the Democratic administration has established this policy, is no reason why the Republican administration should continue it. When I ran for office I pledged to try to eliminate the area of leasing that I am talking about; the giving of letters of intent, on a non-bid basis, for construction and leasing of state buildings. One of the examples I used several years ago was the item which appeared as a news story just last week, pointing out just one example of where 100% plus, financing was obtained with a certificate of intent for a state highway garage. The lessor then was given a 15 year lease which amortized the entire cost of the building within the first 8 to 10 years, giving 5 years of rent as a net profit and the building owned by the lessor. If the State then wished to purchase the building they could pay the lessor the original cost. An excellent business deal for the lessor, but darn poor business for the taxpayers of the State. Especially, when the equity of the state enabled the individual to finance and build the structure with little or no investment on his part.

A day or two after that news story, a small item appeared in the newspaper indicating that you were going to look into this matter of leasing. I would like to call to your attention some information, relative to leasing pending in the state, that I feel fits into this same policy and should be stopped. I understand that a Frank Downes is presently negotiating with the Public Works Dept. of the State of Connecticut to build, and lease, a State Highway Garage on Route 85 in Waterford. The State requirements are for a 12,000 sq. ft. garage with a 1000 sq. ft. salt storage bin, to be built on an 8 acre parcel of land. The ultimate lease will pay this lessor \$64,500.00 per year, for 15 years, at which time the State will have the option to buy the building for \$408,000, or continue to lease at \$42,000 per year.

If my mathematics is correct the State of Conn. could end up paying \$967,500.00 for this lease over the next 15 years and at that time elect to purchase the building for \$408,000 or continue to lease at \$42,000 per year. This is a potential outlay of \$1,375,500.00 of taxpayers money. I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

It is my understanding that this lease is in the final stages of approval and I ask you to take what steps are necessary to stop this contract. In addition, I feel a complete review of any other pending leases, of this nature, be reviewed and a new sensible policy, including opening these leases up to public bid, should be initiated by the Public Works Dept. on any state building need. If my memory serves me well, we are presently paying out seven million dollars per year on leases in the state. Not all of them are this type of "boondoggle" that we have inherited. On the other hand I don't think we should add to this unsound, abusive practice.

I had hoped that with a change in administration that we would see the end of this type of leasing in Conn. but I cannot sit idly by and allow a practice that I feel is wrong continue. Inasmuch as the Public Works Dept. is a branch of the executive, and is answerable to you, I would ask that you take immediate action to stop any leases of this nature.

Very truly yours,

DR. G. L. GUNTHER.

405 Main Street, Danbury, Conn.

Lessor: Prospect Corporation—Mr. Anthony A. Ficca, President and Treasurer; Mrs. Mary D. Ficca, Secretary; Mrs. Ernestine Santore, Vice President. Lessee Agency: Welfare Department.
Terms: 3-1-69 to 2-29-84. \$39,000 Per Annum. Option to purchase at \$310,000. 10,000 Square Feet.

Analysis.—Mr. Anthony A. Ficca, individually or as a main principal in a corporation, has negotiated several leases with the State of Connecticut since the early 1950's. It was incumbent upon this sub-committee to study several of Mr. Ficca's more recent leases because of his status as a multiple lessor. The fact that a lessor has negotiated several leases with the State does not in and of itself imply an irregularity. However, this sub-committee felt obliged to thoroughly investigate those leases of multiple lessors that involved significant rental expenditures by the State.

Upon a complete evaluation of five separate buildings owned individually or principally by Mr. Ficca and leased to the State, we have found no irregularities.

Our real estate expert advises us that the lease rentals in question have been negotiated in the reasonable range of comparable rentals.

139 Charles Street, Meriden, Conn.

Lessor: The Maranthy Corporation—Mr. Anthony A. Ficca, President and Treasurer; Mrs. Mary D. Ficca, Secretary; and Mrs. Celestino Montanile, Vice President.

Lessee Agency:

Welfare Department.—3-7-67 to 2-28-77. \$16,249 Per Annum. 5,000 Square Feet.

Health Department.—9-1-67 to 8-31-77. \$16,249 Per Annum. 5,500 Square Feet.

Analysis.—"See 405 Main Street, Danbury, Connecticut."

69 Linden Street, Waterbury, Conn.

Lessor: The Maranthy Corporation—Mr. Anthony A. Ficca, President and Treasurer; Mrs. Mary D. Ficca, Secretary; and Mrs. Celestino Montanile, Vice President.

Lessee Agency: Workmen's Compensation Commission.

Terms: 7-1-72 to 6-30-87. \$13,046 Per Annum. 2,509 Square Feet. Renewed lease.

Analysis.—"See 405 Main Street, Danbury, Connecticut".

79 Linden Street, Waterbury, Conn.

Lessor: The Maranthy Corporation—Mr. Anthony A. Ficca, President and Treasurer; Mrs. Mary D. Ficca, Secretary; and Mrs. Celestino Montanile, Vice President.

Lessee Agencies:

Welfare Department.—(a) 1st and 2nd Floor: 6-5-65 to 6-5-75. \$36,121 Per Annum. 10,175 Square Feet. (b) 2nd Floor: 12-1-72 to 6-30-75. \$8,994.12 Per Annum. 2,277 Square Feet.

Commission on Human Rights and Opportunities.—6-1-70 to 5-31-75. \$4,368 Per Annum. 5 Year Option at \$4,700 Per Annum. 1,106 Square Feet.

Analysis.—"See 405 Main Street, Danbury, Connecticut."

118 Prospect Street, Waterbury, Conn.

Lessor: The Maranthy Corporation—Mr. Anthony A. Ficca, President and Treasurer; Mrs. Mary D. Ficca, Secretary; and Mrs. Celestino Montanile, Vice President.

Lessee Agency: Welfare Department—Parking Spaces.

Terms: 5-1-69 to 6-30-75. \$2,760.00 Per Annum.

Analysis.—This sub-committee investigated any possible irregularities in either the negotiation or the acquisition of the lease of this parking lot. We have found no irregularities and are advised by our expert that the rental rate charged was well within the reasonable range.

Group Homes in Connecticut

This sub-committee's staff has completed a tentative study of the negotiation and acquisition of group homes leased by the State's Mental Health Department. We interviewed two lessors of a group home facility, as well as Mr. Albert Feldman, who is the Department of Public Works Leasing Agent responsible for group home leases. The State has to date entered into five leases for group homes and had anticipated negotiating up to fifty leases before a recent government cutback. This reduction by the federal government notwithstanding, there are seventeen more potential leases being explored by the Department of Public Works. Our staff did not have the time to conduct as thorough a probe of this area as is required. However, based on even the limited scope of our investigation into this area, this sub-committee feels that there is a potential problem area

in the leasing of such facilities. Therefore, our sub-committee would strongly suggest a further and more detailed study of the acquisition and negotiation of group homes in order to delineate and prevent any possible abuses.

770-776 Chapel Street, New Haven, Conn.

Lessor: 770 Chapel Street Associates—Mr. Harry Komisar (26.6%); Mr. Julius Komisar (26.6%); Mrs. Belle Sherman (26.6%); Mrs. Arthur Barbieri (10%); and Mr. Eugene DeMatteo (10%).

Lessee Agencies: Workmen's Compensation Department, Labor Department—Unemployment Division, Judicial Department, Family Relations Division, Chief Public Defender's Office.

Terms:

Workmen's Compensation Dept.—9-1-69 to 8-31-84. \$12,750 Per Annum. 3,000 Square Feet.

Labor Department—Unemployment Division.—11-1-69 to 10-31-84. \$48,450 Per Annum. 11,400 Square Feet.

Judicial Department.—4-1-70 to 3-31-85. \$9,000 Per Annum. 1,800 Square Feet.

Family Relations Division.—6-1-70 to 6-30-85. \$16,999 Per Annum. 4,000 Square Feet.

Chief Public Defender's Office.—12-1-70 to 11-30-75. \$7,850 Per Annum. 1,570 Square Feet.

Analysis.—This merged building in the heart of Downtown New Haven houses five State agencies which are paying a total rental of approximately \$96,000 per year. It should be noted from the outset that this sub-committee authorized travel expenditures for a staff member to interview Mr. Harry Komisar, who resides in Florida, if the latter was indisposed towards holding an interview in Connecticut. When contacted by this sub-committee, Mr. Komisar indicated that he would be traveling to Connecticut and would meet with our staff sometime in October of 1974. When he returned to Connecticut, Mr. Komisar failed to contact the staff. By that time, the sub-committee felt it was fruitless for the staff to interview Mr. Komisar in Florida as it would have interrupted the preparation of the public hearing phase of our investigation. Consequently, we relied on interviews with the other lessors, State officials, and Department of Public Works documents to probe this particular lease address. A combination of these avenues of information proved to be sufficient for our purposes.

The other personalities in the lessor corporation who are worthy of mention are Mr. Arthur Barbieri and Mr. Eugene DeMatteo. Mr. Barbieri is the New Haven Democratic Town Chairman and has control of 10% of this building by virtue of his wife's legal interest in the facility. Mr. Eugene DeMatteo, a multiple lessor with the State, has a 10% interest in his own name. In an interview with the sub-committee's staff, Mr. Barbieri explained his role in this project. Mr. Barbieri said that he acted as the realtor for the 770 Chapel Street Building and in that capacity advised Mr. Komisar of the State's need for space. He also stated that in lieu of his real estate commission he had received a 20% interest in the building, placed in his wife's name. Mr. Barbieri then transferred half of this interest over to Mr. DeMatteo since the latter had been in other business ventures with him and he wanted him included in this particular building.

It should be noted that according to our investigation, Mr. Barbieri's awareness of the State's need for space was without the benefit of an official request by the first State agency in the building—the Workmen's Compensation Department. Mr. Barbieri explained this by saying that it was common knowledge that Workmen's Compensation was leaving their old leasehold. It should be mentioned that Mr. DeMatteo's recounting of his interest in the building varies from Mr. Barbieri's. Mr. DeMatteo stated that he was given a 10% interest by Mr. Komisar directly in return for his professional services as a construction manager for the renovation of this building.

In our search of the Department of Public Works files concerning the Workmen's Compensation Lease at 770 Chapel Street in New Haven, the sub-committee found no documentation of this agency's official request for space. In fact, the entire negotiation of this lease was apparently done in a highly informal manner, violative of established leasing procedures. Mr. Chester Zaniewski, Leasing Chief of the Department of Public Works, gave Workmen's Compensation Commissioner Harry Koletsky prints of the proposed office layout at 770 Chapel Street

two months before a lease proposal was offered by Mr. Komisar. It is apparent from Mr. Komisar's lease proposal that he was confident that his building would be selected by the State for this lease. His proposal on December 17, 1968 to Mr. Zaniewski of the Department of Public Works stated that "We *hereby agree* to leasing to the State . . . 3,000 square feet of space . . .". This document reads more like an acceptance of a letter of commitment than just an offer by a prospective lessor. All of these events taken together strongly suggest to this sub-committee that the 770 Chapel Street location was given favored consideration by the State.

It should be mentioned here that our staff uncovered an internal Department of Public Works memo dated March 9, 1971 concerning possible confusion over the tax escalation clause. Our sub-committee staff is presently looking into the situation to see if the State has made overpayment of taxes to either the lessor or the City of New Haven.

Our inquiry into the Labor Department's lease at this address also suggested that Mr. Komisar's facility was given special treatment by the State. The Labor Department was giving active and sole consideration to this building three months before Mr. Komisar offered a proposal. In fact, four months before a letter of commitment was signed, Mr. Komisar was being referred to as the lessor in both Department of Public Works and Department of Labor documents.

With respect to the lease signed with the Chief Public Defender's Office, Mr. Komisar made a proposal before there was any documented request from the Court. We also saw no indication of any alternative sites having been considered by the Department of Public Works.

Regarding the other leases in the building, it is sufficient to say that once Mr. Komisar leased space in this facility to the first State agency, he apparently had access to information regarding other State leasing needs which was not available to the general public. This sub-committee is not critical of the Department of Public Works for being satisfied with a particular location of one of its leaseholds and thereby trying to package several other facilities into the same facility. However, it is critical of the practice whereby an existing lessor is put in a more favorable position than any other citizen of the State regarding State leasing needs.

Our real estate expert reported that the Workmen's Compensation Lease was high when it was negotiated, though over the passage of time it has become a fair rental. The rates of the other four leases, which comprise seven-eighths (7/8ths) of the total rental payments, were well within the overall New Haven office rental market.

535 Boston Avenue, Bridgeport, Conn.

Proposed Lessor.—The L Group—Mr. Michael Licamele.

Analysis.—This was the aborted lease in which Mr. Thomas O'Mara, the then Chief of the Leasing Division of the Department of Public Works, forged Deputy Attorney General C. Perrie Phillips' signature in order to expedite the approval process. The sub-committee staff did a thorough study of the events surrounding this lease proposal. Our staff interviewed the Chief State Attorney and carefully read his report as well as a State Police file concerning this lease offering. We are satisfied that this matter was equitably resolved in the courts and that any further study of this lease proposal was not germane to the main charge of this sub-committee.

26-36 North Avenue, Bridgeport, Conn.

Lessor: The L Group, Mr. Michael Licamele.

Lessee Agency: State Welfare Department.

Terms: 10-1-72 to 9-30-77. \$7,500 Per Annum.

Analysis.—Our sub-committee conducted a study of this emergency Welfare Housing two family structure, in part, as an extension of our investigation of the aborted lease at 535 Boston Avenue in Bridgeport, Connecticut.

According to Mr. Norton and his staff at the Welfare Department, this facility did not have utilities furnished for over nine months, forcing the State to leave the premises unoccupied. Under the terms of this lease, the utilities are to be provided by the lessor. In spite of the fact that the premises were uninhabitable and left vacant, the State still paid rent to the lessor for the nine month period.

It is the conclusion of this sub-committee that the Attorney General's Office should conduct their own investigation into these circumstances, in order to determine if the State can recoup the payment made over the period in which the Welfare families could not occupy the premises.

Another facet of this lease that caused concern was the lack of sufficient documentation in the Department of Public Works files showing a search for an alternative site. The real estate broker for this lease was Mrs. Diane Mytko of the Dean Real Estate Company. She has been a longtime personal friend of the then Department of Public Works Commissioner Edward Kozlowski. We feel that in order to avoid the taint of possible allegations of favoritism shown with respect to certain sites, the Department of Public Works in all instances should keep a detailed written account of alternative proposals received or solicited.

It should be noted that our real estate expert declared the rental rate to be fair.

59 North Main Street, Bristol, Conn.

Lessor: The Lauretti Corporation, Rocco Lauretti, Frank Lauretti, Jr., Donna Lauretti.

Lessee Agency: Labor Department, Employment Security Division.

Terms: 1-1-72 to 12-31-76. \$45,000 Per Annum. 10,000 Square Feet of Office Space.

Analysis.—In our interview with Mr. Lauretti we found him to be very co-operative, providing us with all the requested information. There were no apparent irregularities in this lease. The leasing procedures seemed to be followed by the Public Works Department and the lessor.

Our real estate expert concluded that considering the services and parking provided by the lessor, the rental is equitable.

633 Washington Street, Middletown, Conn.

Lessor: The Lauretti Corporation—Rocco Lauretti, Frank Lauretti, Jr., Donna Lauretti.

Lessee Agency: Department of Motor Vehicles.

Terms: 5-15-73 to 5-14-88. \$42,000 Per Annum. 7,500 Square Feet of Office Space, 2,500 Square Feet of Testing Lane.

Amended Lease.—7-1-74 to 5-14-88. \$75,375 Per Annum. 15,000 Square Feet of Office Space. 2,500 Square Feet of Testing Lane. Option to purchase at the end of the initial lease term for the sum of \$600,000.

Analysis.—The Department of Motor Vehicles requested that the Public Works Department search for new office space of approximately 7,500 square feet plus 2,500 square feet for a test lane. The Lauretti Corp. offered to lease to the State a building which contained 15,000 square feet (to be used for office space) and in addition would construct a new 2,500 square foot test lane.

The State entered into a lease with the Lauretti Corp. for 7,500 square feet of office space and a 2,500 square foot test lane to be used by the Department of Motor Vehicles. (In addition, the State committed itself to lease the additional 7,500 square feet of office space no later than one year after the effective date of this lease. The intention was that this additional space would be used by some other State agency. However, the Public Works Department was unable to find any other State agency that required office space in the area.)

An amended lease was drawn on November 1, 1974, effective July 1, 1974, and the State began making payments for this additional 7,500 square feet of space at a cost of \$33,375 per annum. The State has made rental payments of \$19,468.75 covering the period of time from July 1, 1974 through Jan. 31, 1975 for this 7,500 square feet of unoccupied office space.

We were informed by personnel of the Public Works Department in January of 1975 that they knew of no State agency that could utilize this space in the near future. Our sub-committee has concluded that in this instance the Department of Public Works unwisely committed significant State expenditures for lease space in advance of any requested agency need.

Our real estate expert said that the overall square footage rental rate is within a reasonable range. However, it appears somewhat on the high side in view of the expenses assumed by the State of Connecticut as lessee and the strength which a long-term lease to the State of Connecticut gives the lessor via leverage for possible future refinancing.

94 Court Street, Middletown, Conn.

Lessor: Marino Professional Building, Inc., Carmelo J. Marino, President.
 Lessee Agency: Workmen's Compensation-Division of Workmen's Rehabilitation.
 Terms: 4-1-71 to 3-31-76, \$6,657.36 Per Annum, 1,434 Square Feet of Office Space. One 5-year option at \$6,657.36 per year.

Analysis.—In our interview with Mr. Marino, we found him to be very cooperative, providing us with all of the requested information. There were no apparent irregularities in the acquisition and negotiation of this lease. The leasing procedures seemed to be followed by both the Public Works Department and the lessor.

Our real estate expert noted that the rental was studied with reference to the real estate market at about the time of the consummation of this lease. It is his opinion that this rental is leaseable and fair to the State of Connecticut.

117 Main Street Extension, Middletown, Conn.

Lessor: Carmelo J. Marino.
 Lessee Agency: State Welfare Department.
 Terms: 10 Years from 1-1-70 to 12-31-79. \$97,500.00 Per Annum.

Analysis.—This lease dates back to 1951 when it was being rented by the Labor Department. The property transferred title several times until Mr. Carmelo Marino reobtained the property on March 30, 1967.

The Welfare Department had need for an additional 10,000 square feet of space and it was suggested that the additional space be provided by constructing two additional floors of 5,000 square feet each. On 9-7-67 the lessor sent in his lease proposal for 20,000 square feet at \$4.50 per square foot. On 2-1-68 the Department of Public Works accepted the lease proposal for 20,000 square feet at \$4.50 per square foot and on 2-9-68 the lessor countersigned the letter indicating his acceptance.

On July 3, 1969 Mr. M. B. Bauer, Chief of the Bureau of Business Administration of the Department of Welfare, responded to Mr. Chester Zaniewski's inquiry as to whether the Welfare Department could utilize an additional 4,000 square feet. Mr. Bauer replied that the committed space of 5,000 square feet on each floor was adequate for his Department's needs and that the monies appropriated by the Legislature provided very little beyond the present level of operations. Mr. Bauer went on to say that under the circumstances program expansion was not possible and resulting space requirements would not increase. In spite of this evaluation by the Welfare Department the new lease proposal outline was accepted on March 1, 1970 for 24,000 square feet.

However, the agency insisted that they would pay \$4.50 per square foot for only 20,000 square feet. A compromise was then reached whereby the extra 4,000 square feet was to be at a lower rate (2,000 square feet at \$2.25 per square foot and another 2,000 square feet at \$1.50 per square foot). This situation occurred because the lessor submitted a proposal to add 10,000 square feet to an existing 10,000 square foot building. However, he subsequently constructed an addition to this structure that totaled 14,000 square feet.

Furthermore, on January 4, 1972 the Welfare Department indicated that an entire floor containing 6,000 square feet of space was not required by this agency. This space remained idle for over one year, during which time, the State paid approximately \$27,000 for this vacant square footage. It should be noted that the Welfare Department subsequently relocated two units from its Central Office into this previously vacant space.

We cannot envision any rationale for the Department of Public Works accepting a new lease proposal based on an extra 4,000 square feet when it had already approved a lease proposal which more than satisfied the requesting agency's need. In this instance, it appears that the Department of Public Works was being generous to the landlord at the expense of the taxpayers of this State.

Our real estate expert reported that the rental rate paid by the State for this leased property is fair by comparison to the rental market.

222 Main Street Extension, Middletown, Conn.

Lessor: Marino Main Realty, Inc.—Carmelo J. Marino, President and Treasurer;
 Rosalie G. Marino, Vice President; and Anthony S. Marino, Secretary.
 Lessee Agency: Juvenile Court.
 Terms: 6-1-71 to 5-31-86. \$14,400 Per Annum. 3,000 Square Feet of Office Space.

Analysis.—On April 22, 1970 Marino Main Realty, Inc. submitted a proposal to construct a one story building which would contain approximately 2,550 square feet and which would be leased to the State for an initial fifteen year term at the annual rate of \$4.80 per square foot.

The lease proposal outline, which was for 2,550 square feet of office space to be constructed in accordance with plans and specifications to be approved by the Juvenile Court and the State Public Works Department, was approved in May and June of 1970 by Judge John McLinden of the Juvenile Court Second District, Commissioner Charles I. Sweeney of the Public Works Department, Commissioner Leo V. Donohue of Finance and Control, and the Citizens Advisory Council.

On July 9, 1970, Public Works Commissioner Charles I. Sweeney signed a letter of commitment authorizing Marino Main Realty, Inc. to construct a Juvenile Court Building for lease to the State of Connecticut which would contain approximately 2,550 square feet of space. Also specified was the fact that the final plans had to be prepared by a State licensed architect or engineer, and that they had to be submitted for review and approval by the Department of Public Works.

Preliminary plans dated November 18, 1970 and final plans dated December 19, 1970 were subsequently approved by Mr. Carmelo Marino, Judge John F. McLinden of the Juvenile Court, and by the Department of Public Works. Both the preliminary plans and the final plans showed an interior rentable area of 3,162 square feet and the building was constructed immediately upon approval of the plans.

The Juvenile Court occupied the building on May 29, 1971 and the lessor demanded to be paid rent at the agreed upon rate for the entire 3,162 square feet, ignoring the lease based on 2,550 square feet.

After negotiations with the Department of Public Works, the lessor reduced his demand and was willing to be paid at the rate of \$4.80 per square foot for a compromise area of 3,000 square feet. An amended lease proposal outline was prepared for 3,000 square feet, having all the required approvals.

It should be noted that any changes which materially affect the original proposal, as was the case here, should be resubmitted to the approval process prior to any further action or agreement with the prospective lessor, particularly where it involves the construction of facilities which are the result of a State commitment beyond the original proposal submitted. It appears that in this case the original letter of commitment authorized 2,550 square feet. Anything beyond that total leased space should have been submitted for the required approvals before construction and not presented as an "after the fact" request for approval.

Our real estate expert concluded that this is a competitive rental. The building was constructed to State specifications for its special use as a court facility.

20 Trinity Street, Hartford, Conn.

Lessor: Gam-Beck-Savin—Mr. Frank Beckerman; Mr. Harry Gamble; Mr. Herbert Savin; Mr. Marvin Savin; Mr. T. James Murray.

Lessee Agency: State Treasurer's Office.

Terms: 6-1-73 to 2-14-74. \$62,918 Per Annum. 12,375 Square Feet of Office Space. 162 Square Feet of Basement Storage Space.

Analysis.—This particular space at 20 Trinity Street in Hartford was originally leased by the Continental Casualty Company to the Royal Globe Insurance Company. On October 5, 1972, Mr. Howard Greenblatt, Vice President of Continental Casualty Company, wrote a letter to Department of Public Works Commissioner Paul J. Manafort asking if the State would be interested in this building on a purchase or a lease basis. Mr. Greenblatt never received a response from Commissioner Manafort concerning this letter. On March 15, 1973, Royal Insurance Company assigned its interest in the lease with Continental to Messrs. Harry Gampel, Herbert Savin, Marvin Savin, and Frank Beckerman. At this point, the lease had a balance of 17½ months remaining until it terminated. On April 25, 1973, T. James Murray, acting with power of attorney for the latter group, offered the State this space formerly occupied by the Royal Globe Insurance Company. This proposal was accepted by the State on May 11, 1973. This sub-committee is puzzled by the fact that the State quickly negotiated a subleasehold with a lessee, when it had earlier ignored a lease proposal by the lessor.

We first inquired of the Gam-Beck-Savin Group why they had taken an assignment of the Royal Globe Insurance Company's lease. In particular, we asked if they predicated their acquisition of the interest in the Royal Globe Lease on some

information that the State would have a need for such space. They told our subcommittee staff that their acquisition of a lease and subsequent sub-lease to the State at 20 Trinity Street was tangential to their main purpose. That purpose, according to their testimony, was to free the Royal Globe Insurance Company from 20 Trinity Street so that it could enter into a lease at 60 Washington Street, a new office building owned by the Gam-Beck-Savin Group. They specifically denied having an early access to information concerning the State's leasing needs with respect to the Treasury Department. Mr. Murray told our staff that after they accomplished their main aim of moving Royal Globe into 60 Washington Street, they felt that the 20 Trinity Street location would be a logical place for a State agency to lease space, since it was across from the State Capitol. This group had Mr. Bernard Mussman, the real estate broker for the sub-lease, inquire of the Department of Public Works at this time as to whether they would need space. It was apparently at this time that the Department of Public Works notified the prospective sub-lessor's agent that there could be a State agency lease requirement for this building.

The sub-committee staff asked Mr. Murray why all his correspondence to the State, before the sub-lease was approved, was under the letterhead of "T. James Murray Associates", whereas after the sub-lease was finalized, the correspondence was on Mr. Gampel's stationery. Mr. Murray stated that this was normal business practice on his part since disclosure of his particular principals would adversely affect their negotiating power. Though this may be accepted business practices in the private sector, we feel it should be incumbent upon the Department of Public Works to ascertain all the principals involved in a lease proposal made to the State.

Commissioner Manafort and his key aides at the time that this lease was negotiated told our staff that it was not their policy to inquire into all principals involved in a lease proposal and consequently did not do so in this case. Neither the Commissioner nor his staff could offer any definite explanations as to why they negotiated a sub-lease with a lessee who had been assigned the lease, rather than the lessor who had made an earlier offer. They posed the explanation that the Department of Public Works ignored the original proposal by the lessor because the need for a space did not exist at that time.

We are satisfied that the State is paying a reasonable rental at 20 Trinity Street based on our real estate expert's report. However, we are critical of the Department of Public Works' failure to respond to the lessor's proposal and to ascertain the principals involved in this eventual sub-lease.

1290 Silas Deane Highway, Wethersfield, Conn.

Lessor: Mrs. T. James Murray; Mrs. Harry Gampel.

Lessee Agency: Commission on Special Revenue.

Terms: 12-1-72 to 11-30-77, \$110,490 Per Annum, 5 Year Option to Renew at \$5.60 Per Square Foot, 21,750 Square Feet (\$5.08 Per Square Foot).

Analysis.—This particular building is legally owned by the wives of Mr. T. James Murray and Mr. Harry Gampel. These gentlemen acknowledged at our staff interview that for all intents and purposes they controlled the building while their wives were just nominal titleholders. According to Mr. Murray, he was contacted by Mr. William Wade, Chief of the Off-Track Betting Division of the Special Revenue Commission, and told that he was looking for a potential site for the Special Commission on Revenue. Mr. Wade told Mr. Murray that he happened to notice the 1290 location one day while he was dining across the street at a restaurant. He then called Mr. Murray, whose telephone number was listed on the building itself. Special Revenue Commissioner Joseph Burns was then brought down to the site by Mr. Wade and was apparently impressed with the location. Shortly thereafter, Commissioner Kozlowski was sent a lease proposal by Mr. Murray eight days after the Special Revenue Commission formally requested space from the Department of Public Works. This is another classic example of the user agency contacting a prospective lessor in advance of their official request for space to the Department of Public Works. This, of course, was a violation of the established leasing procedures.

Around the same time that Mr. Wade approached Mr. Murray, Mr. Gampel had given the listing of this facility to Mr. Bernard Mussman. Mr. Mussman, a New Britain realtor, told our staff that while brokering another successful State lease proposal with the State Commerce Department, he frequently visited the Department of Public Works. During one of these visits, he was told by some

State employee of Special Revenue's need for lease space. Mr. Mussman could not specifically remember which Department of Public Works employee had passed on this information. Mr. Mussman then went back to Mr. Gampel to advise him of the State's need to house this Commission, but by this time Mr. Wade had already contacted Mr. Murray. In spite of this, Mr. Mussman was still paid a commission by Mr. Gampel for his efforts in regard to this lease. The fact that Mr. Wade made inquiries about the Wethersfield location around the same time as Mr. Mussman's relay of the Commission's need to Mr. Gampel, was characterized as a coincidence by Messrs. Murray, Gampel, and Mussman in a joint staff interview.

It is evident from our inquiry into this lease that the then Deputy Public Works Commissioner Manafort played a substantial role in the negotiations. In fact, Mr. Manafort personally rejected one of the alternative sites. Based on our overall investigation, we can state that it is a rarity when the Deputy Commissioner of Public Works assumes a major role in the site selection and negotiation of a leasehold.

This activity would in the normal course of events be left to the Leasing Division, with the Commissioner's and Deputy Commissioner's Offices reserving their input until after the Leasing Division had developed and negotiated a lease proposal. Mr. Manafort has a legal interest in some commercial property on the Silas Deane Highway in Rocky Hill, Connecticut with Mr. Lawrence Davidson, Governor Thomas Meskill, and Mr. Bernard Mussman. Even though this interest has been described by these gentlemen as a "blind partnership", we are still troubled by the degree of participation in this lease by Mr. Manafort, due to his business relationship with Mr. Mussman. Our concern is supported by the fact that Mr. Mussman apparently received early information from the Department of Public Works which enabled him to earn a commission from the lessor.

The original lease proposal was rejected by the Department of Finance and Control because the price requested by the prospective lessor and the square footage requested by the agency were considered to be excessive. There was a delay of four months until a new lease proposal was drawn up and accepted. It was during this time that Commissioner Burns of the Commission on Special Revenue castigated Commissioner Carlson of Finance and Control for what the former considered to be a serious lack of communication between the two agencies with respect to this lease. Governor Meskill was sent a copy of this letter which alluded to the general problems without mentioning the prospective lessor or the 1290 Silas Deane location. This situation was rectified soon after and apparently the Governor never got involved.

Our real estate expert is satisfied that the rental paid by the State on the Headquarters of the Commission on Special Revenues is below the competitive range for similar available real estate.

160 Pascone Place, Newington, Conn.

Lessor: Riverview Realty, Inc.—Angelo Tomasso, Jr., President and Director; Victor F. Tomasso, Treasurer and Director; William J. Tomasso, Vice President and Director; Stockholders: Angelo Tomasso, Victor F. Tomasso, William J. Tomasso, Lucia T. Scheer.

Lessee Agency: Department of Transportation.

Terms: 5-1-74 to 4-30-94. \$203,700 Per Annum. One 20 Yr. Option at \$202,869 Per Annum. Option to purchase at the end of the initial lease terms for \$1,104,000.

Analysis.—This lease was the subject of a Public Hearing held by this subcommittee on December 4, 1974 and December 5, 1974.

The Department of Transportation had some of its employees working in a facility where the sanitary conditions were intolerable. In an effort to correct this situation and affect a consolidation whereby similar classified employees would continue working together, Commissioner Wood decided that the Department needed another location. The Commissioner discussed this need with Mr. Howard Dickinson, who within one month reported back to him that there was a vacant building in Newington on the Berlin Turnpike.

Mr. Dickinson took Commissioner Wood to see that building and at that time told the Commissioner that the building was a "Tomasso deal". Commissioner Wood indicated that if the building could be renovated and adequate parking be provided it would be satisfactory. Commissioner Wood informed us that the

visit was made in December of 1972 or early January of 1973 at the latest. Both dates are before the Riverview Realty Company obtained an option on the property.

On February 20, 1973, the Department of Transportation made a request for space to the Department of Public Works asking for approximately 40,000 square feet of space in a single facility in metropolitan Hartford with parking for 450 cars. On March 26, 1973, the Department of Public Works received a letter of offering from Riverview Realty Company which indicated that it had 42,000 square feet of completely renovated office space, with parking for more than 300 cars, available for lease in Newington. This unsolicited offer fairly well matched the request made by the Department of Transportation and was the same building which Commissioner Wood had inspected in December or January of 1973.

On April 12, 1973, Commissioner Paul Manafort of the Department of Public Works sent a memo to Commissioner Wood of the Department of Transportation stating that he would appreciate it if Commissioner Wood would take a look at a building that had been offered for lease on the Berlin Turnpike in Newington. Based on this sub-committee's overall investigation, we regard it as highly unusual for the Commissioner of the Department of Public Works to write another Commissioner requesting that he look at a particular property for potential lease use.

There were two other proposals that were in the file but Commissioner Wood informed this sub-committee that he was not asked to look at any other sites nor was he aware of these other proposals. These other proposals were offered at a square footage rate which was less than the initial proposal of the Riverview Realty Company.

As regards the renovation costs, Mr. Tomasso indicated in staff interview that his construction cost for the renovations was in excess of one million dollars, yet the estimated construction cost per two applications for building permits taken out in the Town of Newington was only \$170,000. The State in part bases its negotiated rental rate on this information. Consequently, any significant overstatement of the construction cost distorts the true value upon which the State computes a fair rental.

The sub-committee's staff contacted the Newington Town Hall on two occasions and inquired as to the discrepancy between the figure given the staff and that given the State. The Newington Building Inspector informed us upon our second call that his office had just asked Riverview Realty Company to double check its figures. The status of that situation is still unresolved.

This sub-committee is critical of the advanced information and assistance given the lessor by a high ranking Department of Transportation official. The events leading up to the lease with the Riverview Realty Company demonstrate a clear cut violation of the established leasing procedures of the State. Such violation clearly neutralized any serious competition by another lessor. In fact, the previous landowner told this sub-committee that if he had had any notion that the State was interested in this property, he would have made a lease proposal to the State.

The sub-committee is also critical of the then Deputy Commissioner Paul Manafort's involvement in this lease. As stated above, it is unusual, though not improper per se, for a Deputy Commissioner to become personally involved in the selection of a site and the negotiation of a lease. Because of Mr. Manafort's long personal association with Mr. Angelo Tomasso, the sub-committee feels that he should have refrained from providing the particular input that he did with respect to the Newington location.

Lastly, the sub-committee also finds fault with the State's rapid approval of the Riverview Realty Company Lease Proposal. Though our intention is to streamline the leasing process and disfavor bureaucratic delay, we believe that this proposal was acted upon so rapidly as to preclude a reasoned deliberation. The fact that the Department of Transportation was in an intolerable situation is appreciated. However, this could have been rectified by an earlier request for space by that agency. Also, the difference between a two day approval versus a two or four week approval is not significant enough to sacrifice a reasonable consideration of the proposal by the agencies involved. Furthermore, this sub-committee is not sympathetic to the explanation that another consideration was given to this matter in order to avoid the effect of the newly promulgated advertising statute. The Legislature purposefully enacted that Statute in order to curb some of the problems that we have seen in this lease's selection and negotiation. The

State agencies concerned should be chastised if they tried to take advantage of the time lag between the passage and enactment of that remedial Statute.

Based on a comparable rental study done by this sub-committee's real estate expert, the rental paid by the State for the 160 Pascone Place property appears to be reasonable. However, this type of study is ineffective in showing an accurate appraisal of the reasonableness of that particular rental rate as there were no comparable rental properties in terms of structure and location. The 160 Pascone Place facility is a reconverted semi-partitioned, warehouse lying on a wide open space in Newington. However, our real estate expert could only find modern office building space several miles away to compare with the Department of Transportation's building.

It should be noted that our real estate expert did a study of the building at 160 Pascone Place in order to determine what savings, if any, the State would have incurred if it had directly purchased and renovated this piece of property. The results of that study showed that the State would have saved over one million dollars over a fifteen (15) year period if it had purchased and renovated the 160 Pascone Place facility itself instead of leasing it from the Riverview Realty Company.

The only reasonable way to gauge the State's rental expenditures at 160 Pascone Place was to employ a cost analysis study which considered the cost of purchase and construction as well as the investment return. This type of study was done for this sub-committee by two contractors, who operating independently of one another concluded that the renovation cost should have been no more than \$600,000 or \$800,000 on the part of Riverview Realty Company. Yet, Riverview Realty Company mentioned at a staff interview that they had advised the State that they had put approximately \$1.2 million into the renovation of the 160 Pascone Place facility. Thus it appears that the Riverview Realty Company grossly overstated its renovation cost, a figure which the State uses to compute a fair rental rate.

It should also be noted that Riverview Realty Company's refusal to comply with this sub-committee's subpoena to provide it with pertinent information regarding all three of its leases with the State has impeded our body from being able to fully analyze these case studies. Similarly, that Company's refusal to comply with the sub-committee's subpoena has stymied our efforts to recommend legislation that will aid in the determination of fair rental procedures for the State's leasing system.

Route 800, Winchester (Winsted), Conn.

Lessor: Riverview Realty Inc.—Angelo Tomasso, Jr., President and Director; Victor F. Tomasso, Treasurer and Director; and William J. Tomasso, Vice President and Secretary and Director; Stockholders: Angelo Tomasso, Jr. Victor F. Tomasso, William J. Tomasso, and Lucia Scheer.

Lessee Agency: Department of Motor Vehicles.

Terms: 12-15-73 to 12-14-93. \$41,649.96 Per Annum. 8,500 Square Feet—Office Space and Test Lane. One 20-Year Option at \$38,250 Per Annum. Option to purchase at the end of the initial term for the sum of \$239,063.

Analysis.—On October 18, 1972 Motor Vehicle Commissioner Robert C. Leuba wrote a memo to Public Works Commissioner Paul J. Manafort informing him that the lease of the Motor Vehicle Branch Office in Torrington was soon to expire (the lease expired on 5-31-73 and that the Department was considering a probable relocation). Commissioner Leuba stated in his memo that he had made a careful analysis of the general area and that it appeared to him that the area in question could be more advantageously served by a location around Winsted near Route 8. He further stated that his survey of the Winsted area indicated that the site presently being developed for a highway garage in Winsted might also be "very suitable" for a Motor Vehicle Department Office. Commissioner Leuba requested that the Leasing Division get some kind of a proposal for an office at this site.

It is questionable why the Motor Vehicle Department moved out of Torrington, which is a populous area, and relocated their facility in what could be described as a "country location" in Winsted. According to the 1972 Register and Manual, the estimated population of Winsted was 11,100. Equally important is the fact that this site is subject to flooding conditions (see Route 800, Winsted Highway Garage analysis).

Figures obtained from the Motor Vehicle Department showed that for the first six months of operation issuance of licenses and registrations was considerably less than for a comparable period of time in the Torrington Office.

In telephone interviews with three other proponents, we were informed that after submitting their proposals for a new Motor Vehicle Department Office they had no further contact with the Leasing Division. There was no documentation in the Public Works Department files to indicate that these proposals were investigated or given any consideration.

Our real estate expert has determined from his study of competitive real estate office rentals that the unit rental at which this property is leased is reasonable after appropriate adjustments are made for comparison of the appraised property to the local real estate market, with reasonably duplicate lessor-lessee service provided.

Route 800, Winchester (Winsted), Conn.

Lessor: Riverview Realty Inc.—Angelo Tomasso, Jr., President and Director; Victor F. Tomasso, Treasurer and Director; and William J. Tomasso, Vice President, Secretary and Director; **Stockholders:** Angelo Tomasso, Jr., Victor F. Tomasso, William J. Tomasso, and Lucia T. Scheer.

Lessee Agency: Department of Transportation, Highway Garage, Maintenance Facility and Salt Storage Shed.

Terms: 6-1-73 to 5-31-88. \$165,000 Per Annum. Option to Purchase \$882,500. Option to renew at \$120,000 Per Annum. 31,900 Square Feet.

Analysis.—This lease was the subject of public hearings held by this sub-committee on December 4th and December 5th, 1974.

Mr. Howard Dickinson, a former Department of Transportation Official, testified before this sub-committee that he had known Mr. Angelo Tomasso for many years because of their mutual involvement in the construction and maintenance of State highways. Mr. Dickinson, privy to the State's needs and proposed locations for new highway garages, approached Mr. Tomasso on his own initiative, advising him of the need for a highway garage in the Winsted area. The Riverview Realty Company, on this advice, picked out some possible sites for the prospective garage. Sometime in the early Summer of 1971, Mr. Dickinson went out to view these sites with Riverview Realty representatives and gave a favorable assessment of the present site. These events transpired at least eight months before the Department of Transportation made an official request for space to the Department of Public Works.

This enabled the Riverview Realty Company to offer a detailed lease proposal to the Department of Public Works some three weeks after the Department of Transportation made their official request for space. This early information directed by a State Department of Transportation employee clearly foreclosed the opportunity of any other prospective lessor to make a proposal that would have been given adequate consideration by the proper State authorities.

Mr. David Battistoni of Winsted testified before our sub-committee documenting his futile attempt to make a competitive lease proposal for this highway garage. Mr. Battistoni, who owned a parcel in the area, knew about the need for a highway garage by virtue of the publicly distributed Etherington Report which suggested a consolidation of highway garage facilities in this area. Based on this self-informed notion, he called the Department of Public Works, where he was told that he could look up the specifications for this proposed garage in the Town Records where existing highway garages were situated. He proceeded to do this and shortly thereafter submitted a proposal to the Department of Public Works. Soon after, the Department of Public Works Leasing Agent came to Mr. Battistoni's site and advised him that the location was geographically and topographically excellent. The official also told Mr. Battistoni at that time that the Department of Public Works would be in further contact with him. However, after this visit, Mr. Battistoni heard nothing from the Department of Public Works. So, on February 9, 1972, he personally went to the Wethersfield Headquarters of the Department of Transportation.

He talked to Mr. Kelsey, who told him that the Department of Transportation was not actively looking for a site at that time. A letter dated February 16, 1972 from the Department of Transportation basically affirmed Mr. Kelsey's statement. Mr. Battistoni then wrote to Mr. Thomas Coates, Administrator for the Etherington Report, advising him of his proposal. Mr. Coates wrote back on March 20,

1972, saying that he would get Mr. Battistoni's proposal to the responsible persons in the Department of Transportation. This was the last Mr. Battistoni heard from the State regarding his lease offer.

Former Department of Transportation Commissioner A. Earl Wood testified that he was unaware of Mr. Dickinson's contact with Mr. Tomasso, and that he had never known about Mr. Battistoni's proposal. He further stated that at the time Mr. Battistoni was told by Department of Transportation officials that there was no active consideration of such a garage, there was, in fact, a serious effort being made by the Department of Transportation to look for a site for a highway garage in the Winsted area. The former Commissioner could not explain the Department of Transportation's erroneous response to Mr. Battistoni's attempts to offer a proposal to the State.

It is the conclusion of this sub-committee that Mr. Battistoni, relying on public information and making every effort to follow proper leasing procedures, was dissuaded by State officials in his attempt to secure a lease with the State of Connecticut.

The present site has been the subject of much controversy. There is concern by this sub-committee, as well as others, that the location of this site in a flood plain makes it susceptible to inundation. In fact, our sub-committee has learned that the Town of Winsted had banned construction on this site for several years after a severe flood in the 1950s and that this site was flooded in December of 1973. Noteworthy is a staff interview with Mr. Henry Dodd, landlord of the previous State garage in Winsted. He stated that he was planning to make a proposal for the new Department of Transportation facility in Winsted, but that he could not find suitable land within the Town limits. He went on to remark that while he had looked at the present location, he had never given it serious consideration since he was confident the State would never lease a facility in such a flood-prone location.

Our inquiry into this lease also revealed that the Riverview Realty Company did not secure title to the property until two months after a letter of commitment was issued. This is another example of the failure of the Department of Public Works to check the true title of a site involving a State leasehold. Though this is not a violation of State procedure, it is certainly something less than the standard of good business practices expected of State officials.

It should be mentioned that Senator Gunther's June 1, 1972 letter to Governor Meskill (See Waterford Garage Analysis) in addition to referring to the Waterford Highway Garage also advised the Chief Executive to conduct a "complete review of any other pending leases of this nature". At the time that this letter was received, Riverview Realty's lease proposal for the Winsted Highway Garage had already been offered to the Department of Public Works. However, the letter of commitment for this facility was not issued until August 18, 1972.

Our real estate expert noted that the leasing of this property at \$5.93 per square foot is a high rental when compared to local industrial rates and regional public utility garages. Riverview Realty had its own appraiser offer testimony to this sub-committee concerning this facility's rental rate. This appraisal will be included, along with our files, in the State Library.

Route 44, Canterbury, Conn.

Lessor: S & C Realty Company—John Stula, Rubin Cohen.

Lessee Agency: Department of Transportation. Highway Garage and Maintenance Facility.

Terms: 1-1-68 to 12-31-82. \$14,606.00 Per Annum. 4,000 Square Feet.

Analysis.—The principals in this highway garage lease are Mr. John Stula and Mr. Rubin Cohen, who are also landlords in two other State highway garage facilities leased to the Department of Transportation in Marlborough and Colchester (See separate analysis concerning the Colchester lease). Mr. Cohen, a former Democratic State Representative and former Chairman of the Appropriations Committee of the General Assembly, had been a long-time friend of Mr. John O'Connor, former Leasing Chief of the State in the early 1960's. It was Mr. O'Connor who informed Mr. Cohen about the need for a garage in Marlborough, then Mr. Frank Buckley, Chief of Property Control of the Highway Department, negotiated a modest rental (\$1.36 per square foot) directly with Mr. Cohen and his partners. Because he was a landlord of such a facility and due to his many years as a State Representative, Mr. Cohen knew many State Highway employ-

ees. He told our staff that he was approached by such an employee (whom he could not identify) who informed him of the State's need for a highway garage in Canterbury. Then Mr. Cohen approached Mr. Chester Zaniewski, Chief of the Leasing Division of the Department of Public Works, and former assistant to Mr. John O'Connor, and told him that he had some property he would like to lease to the State for a garage in Canterbury. The Department of Public Works had received another proposal for this garage from a Mrs. Eleanor Cote.

Mrs. Cote had written to the Department of Public Works back in 1964, saying that she had heard there was going to be a need for a highway garage in Canterbury. Apparently, she was privy to some information that was a bit premature, since the Department of Public Works was not actively considering such a facility at that time. However, Mr. Zaniewski got in touch with her in 1966 when serious consideration of such a garage was being contemplated. Mr. Zaniewski remembered that Mrs. Cote had some political connections and he was convinced that she had had some access to inside information based on those connections.

Therefore, in 1966, Mr. Zaniewski had both Mrs. Cote and Mr. Cohen's proposals before him, apparently due to early information. He recommended to the Department of Transportation that Mr. Cohen's proposal be accepted because he said it was more economical and the other proposal was subject to a salt pollution problem. The Department of Transportation went along with Mr. Zaniewski's suggestion, however, Mr. Cohen's proposal was delayed for over eight months because the Department of Transportation had changed its specifications. This change required more land than Mr. Cohen's proposal offered. The delay, apparently, was an attempt to give Mr. Cohen and his associate an opportunity to purchase the additional acreage. By the time that they had acquired the extra 100 feet which was required by the new specifications, their new lease proposal had jumped in price by \$9,000 per year. The Department of Transportation balked at this increase but Mr. Zaniewski explained to them that the rapid increase in construction costs, mortgage and tax rates, etc. over the past year, as well as the lessor's extra costs for the additional 100 feet, justified this charge. The Department of Transportation's only apparent recourse at this point was to eliminate \$39,000 from the highway garage's design in order to cut costs. Based on the Department of Transportation's internal reduction, the S&C Realty Company raised the rental rate to \$3,000 per annum rather than the original \$9,000 per annum increase.

Even though there were no established leasing procedures during the negotiations of this lease, we are still critical of the early information given by a State Highway Department employee to Mr. Rubin Cohen, who at that time was a powerful Democratic legislator. This advance knowledge clearly put Mr. Cohen and Mr. Stula in a far more advantageous position than any other prospective lessor. Common sense dictates that Mr. Cohen's friendships with Mr. Zaniewski's former boss and predecessor, as well as Mr. Cohen's status as a multi-term legislator, seriously decreased the potential of an arms-length negotiation posture vis-a-vis the lessor and the Department of Public Works.

We are also critical of the Department of Public Works' failure to actively solicit other proposals for this garage, especially during the eight months delay caused by the insufficient size of Mr. Cohen's proposed site. This sub-committee feels that the Department of Public Works should have scanned the area for an adequately sized lot. The failure of the Department of Public Works to take any action during this time caused the State to pay a significant increase in the rental rate and forced a sacrifice of almost \$40,000 in the design of this facility.

It should be mentioned that our real estate expert has concluded that though the rental is high for this garage, it is not unreasonably so.

Route 2, Colchester, Conn.

Lessor: S&C Realty Company—Mr. John Stula and Mr. Rubin Cohen.

Lessee Agency: Department of Transportation Highway Garage Maintenance facility and Salt Storage Shed.

Terms: 12-15-69 to 12-14-84. \$58,123 Per Annum. Option to Purchase—\$325,000 Per Annum. Option to Renew—\$339,499 Per Annum. 12,341 Square Feet.

Analysis.—This is another Department of Transportation highway garage facility leased to the State by Mr. Rubin Cohen and Mr. John Stula of S&C Realty Company. The Department of Public Works did not get a request for

space from the Department of Transportation until February 19, 1968. However, Mr. Rubin Cohen told our sub-committee staff that he had shown a Department of Transportation official three sites before the Department of Public Works became involved in the negotiations for this garage. He further stated that this Department of Transportation official, Mr. John Urbanik, chose one out of the three as a favorable site.

During the course of our investigation, the staff noticed a letter sent from Mr. William Wade, Director of Property Control of the Highway Department to Finance Commissioner Conkling on January 20, 1968. This letter mentioned that the Department of Transportation had had an informal meeting with Mr. John Stula concerning a lease for a highway garage in this area before November 21, 1967. At first glance this meeting may appear as evidence of a clear cut deviation from leasing practices.

Rather than an admission that leasing practices were violated, Mr. Wade's letter is really an explanation that such practices were not violated. That memo was to advise Commissioner Conkling that negotiations with Mr. Cohen's associate were previous to the Finance Commissioners general letter of November 21, 1967, which began to establish the leasing procedures.

Even though this lease was negotiated before there was a normative leasing pattern, we still must conclude that the Highway Department by having one of its officials aid Mr. Cohen in selection of a site, deviated from normal good business practices expected of State employees. The Department of Transportation's actions gave Mr. Cohen a distinct advantage over any other prospective lessor, while crucially weakening the Department of Public Works' negotiating leverage. We must also fault the Department of Transportation for its failure to include a salt shed in the original design of this structure. The shed was mentioned by the Highway Department to the Department of Public Works five months after the lease proposal was made and three and one half months after the letter of commitment was issued. It then took the Highway Department another two months to decide whether the shed was really necessary. When the decision was finally made that it was a necessary part of the structure, an amended lease proposal was composed, coming some ten months after the original lease proposal was made. During this ten month time frame, construction and related costs had dramatically increased. Consequently, this lengthy delay in the project due to the reconsideration of the salt shed cost the State a significant amount of money.

It should also be noted that the S & C Realty Company made a lease proposal to the Department of Public Works two months before it had acquired interest in the land. We are critical of the Department of Public Works for giving serious consideration to a proposal made by a proponent who had no legal interest in the land upon which the proposal was based. Further, the Department of Public Works apparently gratuitously accepted the water charges for the garage. Under the terms of the lease, the State is now obligated to pay for water. However, there was no mention of this being the lessee's responsibility in either the lease proposal, amended lease proposal, or the letter of commitment.

This sub-committee is also critical of Mr. Rubin Cohen's role as a lessor of three State highway garages. His status as a longtime State legislator and as Chairman of the General Assembly's Appropriations Committee (which among other things earmarks funds for State leasing expenditures) had to have seriously hindered the ability of the State to negotiate with him on an arms-length basis.

Our real estate expert has determined that the rental rate for this garage is excessive.

11 Asylum Street, Hartford, Conn.

Lessor: Empire Realty Management Company—Allan Schaefer, Yale Citrin, Stephen Halpern, and Rudolph DiPalma.

Lessee Agencies: State Board of Accountancy, Labor Department—Unemployment Compensation Div.

Terms:

State Board of Accountancy.—7-1-69 to 7-6-74 (Presently a tenant on a hold-over basis). \$1,060.44 Per Annum. 353 Square Feet.

Labor Dept.—Unemployment Compensation Div.—5-1-71 to 4-30-76. \$2,712 Per Annum. 775 Square Feet.

Analysis.—This building houses two State agencies under separate sub-lease agreements with the Empire Realty Company. The latter enterprise is comprised of Mr. Allan Schaefer, his brother-in-law Mr. Yale Citrin and Mr. Citrin's business partners. Empire Realty Company took an assignment of a lease from the owner of this building, the Central Realty Company, on March 1, 1965. It

was not until July of 1969, the Empire Realty Company sub-leased its interest to the State Board of Accountancy.

This sub-committee has found no irregularities in the negotiation or acquisition of these leased premises.

110 Bartholomew Avenue, Hartford, Conn.

Lessor: Belmont Realty Company—Allan Schaefer and Yale Citrin.

Lessee Agency: State Welfare Department.

Terms: 2-1-74 to 1-31-89. \$236,199.96 Per Annum. 60,000 Square Feet of Office Space.

At the end of the initial lease term, Lessee shall have an option to purchase at a price to be determined in the following manner: Lessee and Lessor shall each appoint one appraiser to establish an appropriate value of said property. Said value as determined by these appraisals shall be the purchase price and, in the event that they cannot agree, a third appraiser shall be appointed whose evaluation shall then become the purchase price.

Analysis.—The original lease proposal outline called for 200 parking spaces and was approved by all the appropriate State departments. The Department of Finance and Control approved it, adding a notation which stated that parking for 300 cars should be provided in the lease with no resultant increase in cost. Over 300 parking spaces were being used by the Department of Welfare at its offices at 1000 Asylum Street in Hartford at the time these proposal outlines were submitted. The end result was that the letter of commitment from the Department of Public Works to the lessor of this facility stated that the latter should furnish lighted paved parking for not less than 200 cars. The letter of commitment also provided that if the State would furnish land owned by the City of Hartford or the State of Connecticut and within the vicinity of this facility, the lessor would agree to furnish, at his own expense, additional paved lighted parking for not less than 100 cars.

It was realized by all concerned that the only additional adjacent land available was presently owned by the State of Connecticut and the City of Hartford on the westerly side of Route I-84. It was further recognized that it was the intention of the Department of Public Works to obtain jurisdiction over that area and have the landlord, at his expense, provide the additional parking for 100 cars which Finance and Control had requested.

The Department of Public Works was informed by the Property Management Division of the Department of Transportation that its request for jurisdiction over this area had been denied on the basis that there were plantings in the area which were designed as noise buffers. The Department of Public Works was also informed that the City of Hartford's property west of I-84 could not be used for other than park purposes. Inasmuch as the State could not provide the land necessary to accommodate an additional 100 car parking area and thus save the lessor from having to expend funds to improve said land for parking, it was agreed that the rental would be reduced from \$237,000 per year to \$236,199 per year. This reduction resulted in an annual saving of \$800 which represents the estimated cost (\$12,000) of preparing an area to accommodate 100 cars for parking purposes. However, a reduction in the rent did not solve the parking problem. More than 425 employees work at this facility and 50 State vehicles must park there. Thus, State parking is either restricted or prohibited and it has only been due to a lack of enforcement of City parking regulations that a major crisis has been averted. During the winter, however, these regulations change and the parking rules are more strictly enforced. Therefore, some additional parking is absolutely essential.

Another problem with respect to the lease at 110 Bartholomew Avenue is the simultaneous payments of the Welfare Department on two leaseholds. On January 29, 1974, the Department of Public Works accepted for lease by the Department of Welfare the premises at 110 Bartholomew Avenue in Hartford. In turn, the Department of Public Works authorized rental payments to begin February 1, 1974. However, the Department of Welfare did not completely move out of its offices at 1000 Asylum Avenue in Hartford until July 1, 1974. Thus, because of what appears to have been a lack of planning and coordination on the part of the Department of Welfare and the Department of Public Works, rental payments were made for both locations for the same months. If the Department of Welfare had completely moved out of its offices at 1000 Asylum Avenue by the end of February 1974, the State would have saved \$91,589.02 in rental payments made to the Security Insurance Company for the months of March through July.

340 Capitol Avenue, Hartford, Conn.

Lessor: Capitol and Broad Company—Allan Schaefer and Yale Citrin.

Lessee Agencies:

1. Department of Corrections.
2. Budget Division of Finance and Control.
3. Commission on Arts.
4. Personnel and Administration.
5. Commission on Higher Education.

All of these departments have been consolidated into one lease.

Terms: 6-1-70 to 5-31-85. \$388,295 Per Annum. 104,195 Square Feet.

Analysis.—This building was the subject of a Public Hearing held by this sub-committee on November 25, 1974.

The facility at 340 Capitol Avenue houses five State agencies which had negotiated separate leases starting as far back as 1968. For efficiency sake, on June 1, 1970, all five leases were consolidated into one document, the terms of which are delineated above.

One irregularity concerning this lease is the advance contact between the Chief of the Leasing Division of the Department of Public Works and the prospective lessor. Mr. Chester Zaniewski, the Chief of Leasing, personally viewed the 340 Capitol Avenue property with Mr. Allan Schaefer before the latter had any legal interest in the property. According to Mr. Schaefer, he brought the Chief of Leasing over to the property with the specific intention of obtaining his evaluation of this property for State leasing purposes. Mr. Zaniewski told Mr. Schaefer at that time that he would consider a proposal if Mr. Schaefer renovated the structure in the same way as he had his building at 1179 Main Street and if the State subsequently developed a need.

However, Mr. Zaniewski gave the sub-committee a different account. He told us that he had contacted Mr. Schaefer because of the anticipated demand for lease space due to the substantial growth of various agencies. According to Mr. Zaniewski, Mr. Harry Gampel had just purchased 60 Washington Street in Hartford and had offered it to the State on a lease basis. Mr. Zaniewski stated that he had begun looking for other buildings in order to set up a competitive basis for this expected clamoring for facilities by the various State Departments. Mr. Zaniewski said that he had noticed the 340 Capitol Avenue property as a viable possibility since it was directly across from the State Capitol. Based on Mr. Schaefer's renovation of 1179 Main Street in Hartford for the Department of Community Affairs, Mr. Zaniewski decided to contact him to see if he would be interested in buying and renovating the 340 Capitol Avenue building. Both Mr. Schaefer and Mr. Zaniewski asserted that at this point no commitment was given by either party concerning State leases. Regardless of who initiated the meeting at 340 Capitol Avenue, it was a deviation from the accepted leasing procedures to have had such an early and significant contact between a prospective lessor and a State leasing official.

After Mr. Schaefer bought the building, he began some renovations since at this point he had been given a commitment for two State leases for two floors of the building. Those leases were for the Budget Division of the Department of Finance and Control and for the Department of Corrections.

After Mr. Schaefer consummated the lease proposal for the Department of Corrections, he did not receive any other commitments from the State for some time. According to Mr. Schaefer's own words, he then became desperate and panicky; whereupon Mr. Zaniewski put together a package for him whereby various small State agencies would be moved into the remaining two floors. Mr. Schaefer said that he had put a lot of pressure on Mr. Zaniewski at this time to put more agencies in his building. However, while Mr. Zaniewski admitted this, he stated that he had finally put the agencies into Mr. Schaefer's building because it was convenient and run by a reliable landlord. After his building was occupied by the various State agencies, Mr. Schaefer built an additional 4,000 square foot onto each floor because he felt that after this temporary lag in the State's space needs was over there would be a resurgence of State agency lease requests. Eventually Mr. Schaefer leased the newly constructed 16,000 square feet of space to the various State agencies which were already in the building.

Mr. Paul Pomerantz was one of the brokers for the sale of the 340 Capitol Avenue building to Mr. Schaefer and Mr. Citrin (his brother-in-law). He also told our staff that he had aided in the negotiation of the lease. Because Mr. Pomerantz was a former Democratic State Central Committeeman, this sub-committee carefully probed his role with respect to the 340 Capitol Avenue Lease

in order to see if he had exerted any political influence on Mr. Schaefer's behalf. The sub-committee found no evidence to support such a conclusion. Instead, it appears that the substantial part of the negotiations were carried on directly between Mr. Schaefer and Mr. Zaniewski.

Another focal point in the investigation of this lease revolves around the tax escalation clause. It is the conclusion of this sub-committee that there has been a substantial overpayment by the State due to an irregularity in the computation of this clause. On April 18, 1968, Mr. Allan Schaefer purchased property at 340 Capitol Avenue in Hartford, Connecticut. This property consisted of a four-story building of 87,000 square feet situated on approximately three quarter ($\frac{3}{4}$) acres of land. The building was constructed between 1900 and 1905 and was formerly used as a factory. On the grand list of July 1, 1968, this property had an assessed value of \$277,180.00 (Land and Building). Mr. Schaefer informed us that the cost of the renovations at 340 Capitol Avenue was \$1,300,000.00.

On the grand list of July 1, 1969, this building was assessed for \$359,710.00 (Building only), which is an increase of \$139,730.00 over the assessment on the grand list of July 1, 1968. There is some question as to whether the renovations were fully completed by July 1, 1969 and that the assessed value on the Hartford grand list of July 1, 1969 showed a 100% assessment against the four-story main building after completion of all renovations. It does not appear to be reasonable that after this building was renovated at a cost of \$1,300,000.00 that the increase in assessment would be only \$139,730.00. The lessor also constructed a four-story addition to the main building (16,000 square feet) which he informed us cost \$350,000.00.

On the Hartford grand list of July 1, 1970, this building (Main Structure and the New Addition) was assessed for \$596,490.00 (Building Only) which is an increase of \$236,780.00 over the assessment on the grand list of July 1, 1969.

According to a letter dated August 3, 1971 from J. Ted Gwartney, City Assessor of Hartford, to Mr. Allan Schaefer and a letter dated July 3, 1974 from Mr. Allan Schaefer to the Department of Public Works, the increase in assessment of \$236,780.00 was attributable to the new addition to the main building (\$69,440.00) and to the revaluation of the structure (\$167,340.00).

The increase of \$167,340.00 in assessment on the grand list of July 1, 1970 which was due to a revaluation of the building represents a 46.5% increase over the assessment of \$359,710.00 on the grand list of July 1, 1969.

The fact that the City of Hartford increased the assessment by 46.5% after having assessed the building the prior years indicates to this sub-committee that either all of the renovations were not completed and thus not assessed on the grand list of July 1, 1969 or else all of the renovations were not assessed properly.

This sub-committee believes that the taxes on the additional assessment of \$167,340.00 should also have been added to the base tax figure in that Paragraph 25 of the lease stipulates that the "lessee shall pay any increase in real property taxes against the four-story main structure after completion of *all* renovations."

In addition, on October 1, 1973, the Assessor for the City of Hartford put a notation on the assessment card that read "Reviewed and Corrected Pricing". As a result of that review and corrected pricing, the property assessment was increased from \$436,270.00 to \$1,089,960.00 (Land and Building). Since all of the renovations to the main building and the new addition were completed by July 1, 1970, this increased assessment appears to this sub-committee to be based on the value of the building as of July 1, 1970.

In a letter dated July 3, 1974 from Mr. Allan Schaefer to the Department of Public Works, Mr. Schaefer computed the base tax figure on this property as follows:

1969 Assessed value of property, \$416,910, at 73.8 mills-----	\$30,767.96
1970 Assessed value of new addition to main building, \$69,440, at 78.5 mills -----	5,450.04
Total -----	36,218.00
In view of the above information, we feel that the base tax figure should be computed as follows:	
1969 assessment (\$416,910, at 73.8 mills)-----	\$30,767.96
1970 assessment as corrected in 1973 (\$1,089,960 less 1969 assessment, \$416,910, at 78.5 mills)-----	52,834.43
Total base tax-----	83,602.39

The total amount paid to the lessor for reimbursement of real estate tax increases based on the grand list of July 1, 1970, July 1, 1971, and July 1, 1972 was \$53,327.97.

This amount was in excess of a yearly tax base of \$36,218.00 based on an assessment of \$486,350.00.

The State auditors assigned to our sub-committee computed the yearly tax base to be \$49,355.19, which is based on the total assessment of \$653,690.00 on the grand list of July 1, 1970.

If the State had reimbursed the lessor for tax increases above the tax base of \$49,355.19, instead of the tax base of \$36,218.00, the amount paid to the lessor for the above mentioned years would have been only \$10,666.32, or \$42,661.65 less than was actually paid.

The matter now rests with the Attorney General's Office which has held up payment in an equipment sum on Mr. Schaefer's leases until the situation is resolved.

1179 Main Street, Hartford, Conn.

Lessor: MEI Construction Company—Bernard Kane, President; Allan Schaefer, Vice-President; Rudolph DiPalma, Vice-President; Stephen Halpern, Secretary; Yale Citrin, Treasurer.

Lessee Agency: Department of Community Affairs.

Terms: 3-1-68 to 2-28-78. \$121,472.00 Per Annum. 33,280 Square Feet.

Analysis.—The State's Department of Community Affairs is a sub-tenant at 1179 Main Street in Hartford. The six story office building has been owned since March, 1967, by the 1179 Main Street Corporation. The President and main principal is Mr. William Rabinowitz. Mr. Rabinowitz, a close friend and attorney for Mr. Allan Schaefer, decided to lease the building to MEI Construction Company, whose main principal was Mr. Schaefer. The building was in a deteriorated condition and Mr. Rabinowitz felt that Mr. Schaefer, who was experienced in real estate development, could restore the facility. The MEI Construction Company (a general contractor) entered into a lease with the 1179 Main Street Corporation in May of 1967. Renovations began immediately beginning with the gutting of the upper five floors in the building. Our sub-committee staff was told by Mr. Schaefer that he had substantial contact with Mr. Chester Zaniewski, Chief of the Leasing Division of the Department of Public Works in the Spring of 1967. This was due to the fact that the Health Department had a lease that had expired at this address and there was a problem with moving all the paraphernalia of that State agency out of the building.

At the end of June, 1967, legislation was passed establishing the Department of Community Affairs. Consequently, a need for space developed. At this point, serious negotiations began between the Department of Public Works and Mr. Schaefer concerning 1179 Main Street as a possible sub-leasehold for the Department of Community Affairs. Mr. Rabinowitz told our sub-committee staff that he had no idea that the State would be interested in this building when he bought it, while Mr. Schaefer stated likewise. In fact, Mr. Schaefer noted that this is exactly why he had his brother-in-law, Mr. Yale Citrin, of Scarsdale, New York, and Mr. Citrin's business associates set up the MEI Corporation. Since he had no specific idea what to do with the building when he leased it from the owner, he brought in the above-mentioned people to spread the risk.

Though the Department of Community Affairs did not officially request space on an Exhibit A Form until September 1, 1967, Mr. Leroy Jones, Managing Director of the then named Development Commission, advised the Department of Public Works on June 29, 1967 that they would need space. Department of Public Works wrote back to Mr. Jones advising him that they would need more information from his Department before they could seek rental accommodations.

We are somewhat critical of the Department of Public Works in one particular instance with respect to this lease. There does not appear to be any documented search for alternative space by the Department of Public Works Leasing Agent.

On May 1, 1968, the State entered into a sub-lease agreement at 1179 Main Street with the MEI Corporation for \$10,000 per month (The MEI Corporation pays \$6,666.00 per month to the landlord of 1179 Main Street Corporation). In fairness to the Department of Public Works negotiator, we should mention that we are satisfied with our real estate experts' conclusion that the rental rate paid to the MEI Corporation was reasonable when negotiated and has become even more favorable to the State with the passage of time.

61 Woodland Street, Hartford, Conn., Greater Hartford Community College

Purchased From : Mr. Allan Schaefer and Mr. Harry Gampel.
Purchase Price : \$7.3 Million.

Analysis.—Early in 1973, discussions between officials of the State of Connecticut and executives of the Travelers Insurance Company were held relating to the acquisition of the Phoenix Building at 61 Woodland Street as a new home for the Greater Hartford Community College. The discussions included the possibility of the State acquiring this building as a gift, provided the Internal Revenue Service would approve a tax writeoff for the Travelers. Soon after, the Governor entered these discussions and agreed to see if he could assist the State in obtaining a favorable ruling from the Internal Revenue Service.

On June 19, 1973, top executives of the Travelers Insurance Company requested a meeting. At that meeting, they informed Mr. Gerald McCann, Deputy Commissioner of Finance and Control, and Mr. Arthur Banks, President of the Greater Hartford Community College, that the State could not acquire the Phoenix Building as a gift. However, the Travelers officials made it known at that meeting that the State could purchase the building for approximately \$4.5 million.

On July 16, 1973, the Board of Trustees for Regional Community Colleges passed a resolution authorizing their Executive Director to negotiate through the Department of Public Works and other interested State agencies for the purchase of the Phoenix Building. A second motion was passed which requested the chairman to appoint board members to meet with administrators and State officials in order to negotiate the purchase of this building.

On July 27, 1973, the Commission for Higher Education approved the recommendation of the Board of Trustees for Regional Community Colleges to negotiate for the purchase of the Phoenix Building. At that time the Commission also stated that it should be understood that the Department of Public Works would be negotiating for this property with the approval of the Department of Finance and Control.

On July 30, 1973, copies of both resolutions were sent to Commissioner Adolph Carlson of the Department of Finance and Control, Commissioner Paul Manafort of the Department of Public Works, Attorney General Robert Killian, Mr. Horace Baker of the Budget Division of Finance and Control, and Mr. Alfred Miska, Facilities Coordinator of the Board of Trustees for Regional Community Colleges. The cover letter from Mr. Robert Bokelman, Director of the Commission for Higher Education, read "approval to negotiate for the purchase of the Phoenix Building".

On August 20, 1973, members of the Board of Trustees for Regional Community Colleges went to see Governor Meskill in order to discuss, among other things, the Board's decision to purchase the Phoenix Building for the Greater Hartford Community College at a cost of \$4.5 million. Representing the Board of Trustees at that meeting were Mr. Henry E. Fagan, Mrs. Beryl Strout, Mr. Roger B. Bagley, and Mrs. Dorothy C. McNulty. This sub-committee was informed by Dr. Searle Charles that the Governor told the Board members at that meeting that something would be done about the Greater Hartford Community College problem before the end of the year.

Around September 3, 1973, Mr. Bradley Biggs was sworn in as Deputy Commissioner of the Department of Public Works. At that ceremony Dr. Searle Charles, Executive Officer for the Board of Trustees for Regional Community Colleges, mentioned to Commissioner Manafort and Deputy Commissioner Biggs his Board's interest in purchasing the Phoenix Building. Dr. Charles told our sub-committee staff that he mentioned this fact to the new Deputy Commissioner (who was an educator himself) so that he would be immediately aware of the critical need to purchase the Phoenix Building. On September 4, 1973, Deputy Commissioner Bradley Biggs met with Dr. Arthur Banks, President of the Greater Hartford Community College, to discuss the physical requirements for the College. The next day, copies of the July resolutions of the Board of Trustees for Regional Community Colleges and of the Commission for Higher Education were sent to Commissioner Biggs to notify him about the Board's request of the Department of Public Works to negotiate for the purchase of the Phoenix Building.

On September 7, 1973, Mr. Donald G. McGannon, Chairman of the Commission for Higher Education, wrote to Governor Meskill and informed him that the

Phoenix Building was available and that the State had the opportunity to purchase this property for \$4.5 million. Mr. McGannon indicated that the cost of acquiring and renovating the property (\$4.5 million and \$1.5 million respectively) would be very favorable when one considered what the State was spending on conventional building construction. Mr. McGannon further indicated that he did not know how long this facility would continue to be available and that while he did not feel the State should rush into the acquisition of any property, he wanted the Governor to know how seriously the Commission viewed the College's current situation. Mr. McGannon indicated that he wanted to seek a policy decision from the Governor to "go or not to go" so that this facility would not be lost by default. Mr. McGannon added that he would be happy to talk with the Governor by phone or in person and that he urged an early decision on this important matter. Lastly, Mr. McGannon stated that he had viewed all matters pertaining to this building from a cost efficiency and educational value basis.

On September 11, 1973, members of the Connecticut General Assembly Appropriations Committee's Sub-Committee on Education toured the Phoenix Building with Commissioner Manafort at this group's request. When some of the lawmakers asked about the purchase of this building, Commissioner Manafort said that delicate negotiations were underway. When questioned by our sub-committee staff, the legislators said they assumed Commissioner Manafort had been referring to negotiations to purchase. However, Commissioner Manafort told our staff that the delicate negotiations he had been referring to were the efforts that he had assumed were still underway to obtain the Phoenix Building as a gift.

On September 17, 1973, the Board of Trustees for Regional Community Colleges, at the request of the Department of Public Works, approved a resolution stating the physical requirements for the Greater Hartford Community College facility.

On September 18, 1973, Mr. Allan Schaefer and Mr. Harry Gampel obtained an option to buy the building from the Travelers Insurance Company for \$4.5 million.

On September 20, 1973, the Department of Public Works put an ad in a local newspaper seeking space to be leased by the Greater Hartford Community College.

At this point, the sub-committee has not been able to determine who made the decision to seek leased space rather than to negotiate or purchase the Phoenix Building as originally requested by the Board of Trustees for Regional Community Colleges and the Commission for Higher Education. According to all the paperwork and information available to this sub-committee, the Travelers wished to sell this building and the Board of Trustees for Regional Community Colleges wished to buy it. Yet the Department of Public Works never pursued this request to purchase. Instead, the Department of Public Works advertised for leased space two days after someone else had already taken out an option on this building.

The events surrounding the purchase of this property for the home of the Greater Hartford Community College have been under investigation by this sub-committee for a considerable length of time. At this date, however, the sub-committee feels that it would be premature to draw any conclusions with respect to these events. The sub-committee staff, which has interviewed over twenty people, has been instructed to continue its probe of 61 Woodland Street until March 1, 1975.

90 Washington Street, Hartford, Conn.

Lessor: Capitol Central Properties—Mr. Charles Schnier; Mr. Paul Pomerantz; and Mr. Joseph Adinolfi.

Lessee Agency:

State Library.

Labor Department, Unemployment Division.

Mental Health.

State Police.

Miscellaneous Agencies.

Terms:

State Library.—1-1-68 to 12-31-82. \$60,000 Per Annum. 20,000 Square Feet.

Labor Department, Unemployment Division.—1-1-68 to 12-31-82. \$80,000 Per Annum. 20,000 Square Feet.

Mental Health and State Police Together.—5-1-68 to 4-30-83. \$79,999 Per Annum. 20,000 Square Feet.

Miscellaneous Agencies (Commission on Aging, Mental Health, Human Rights and Opportunities, and the Real Estate Commission.—10-1-68 to 9-30-83. \$85,000 Per Annum. 20,000 Square Feet.

Analysis.—Since the State is paying rental expenditures totaling approximately \$300,000 per year at this address, our sub-committee felt it necessary to conduct an inquiry into the leases entered into at 90 Washington Street. Mr. Charles Schnier, a real estate developer, had owned this parcel of land since 1963. It lay vacant for three years until Mr. Schnier decided to construct a three story building on this lot. The decision to construct such a building, according to Mr. Schnier, was in advance of any knowledge on his part that the State was developing significant leasing needs. Mr. Paul Pomerantz, who is a friend of Mr. Schnier, as well as a Democratic State Central Committeeman and Hartford realtor, advised him that the State had a need for 20,000 square feet sometime after he had already decided to build this structure. Mr. Pomerantz told us that he knew of this need because he had actively kept abreast of the State's leasing requirements at this time. Mr. Pomerantz arranged for a meeting between Mr. Schnier and Mr. Chester Zaniewski, Leasing Chief of the Department of Public Works. The end result of Mr. Pomerantz's relating of this information and arrangement of the meeting for Mr. Schnier was that the latter was able to offer a lease proposal five days in advance of the first agency's request for space.

It should be noted that all these events took place in 1966, before the established leasing procedures were in effect. Also, in all fairness to Mr. Zaniewski, it should be emphasized that at this point in time he was the sole employee in the Leasing Department. However, in keeping with good business practices, he should have encouraged the prospective using agencies to expedite their official requests for space to his Department instead of dealing with the prospective lessors in advance of these requests. The former method of operation would have insured that all leasing needs would be on public record as soon as they developed, thus enabling all citizens of the State to have an equal opportunity to offer a lease proposal.

As the negotiations for the first lease at 90 Washington Street proceeded, the State decided it needed more space and consequently Mr. Schnier redesigned his construction plan by adding an additional floor to the proposed building to meet these developing needs. According to Mr. Pomerantz, he became a partner in this building in lieu of the real estate commission due him from Mr. Schnier. Apparently, Mr. Pomerantz had an interest in the building before the lease was signed. After the lease was finalized, Mr. Joseph Adinolfi, a former Corporation Counsel for the City of Hartford, became an equal partner with the other two gentlemen in this building. It should be noted, however, that Mr. Adinolfi did not hold this municipal position when he obtained an interest in this building.

Two members of the Citizens Advisory Council on Public Works disapproved the lease proposal for this building, largely because they were unimpressed with the quality of the design of the structure. Immediately after the construction was completed, there were several problems with the ventilation, heating, and roof at this facility. In fact, this sub-committee recently received information from several State employees which indicated that there are still problems with the building relating to the ventilation and heating systems. Since the State is paying over a quarter of a million dollars per year to rent this building, it deserves the full benefit of the services that are to be provided by the lessor.

There also exists a potential problem with the tax escalation clause in three of these leases which indicates that the State and the lessor may have made overpayments of taxes to the City of Hartford. This sub-committee must reserve comment on the specifics of this situation because a judicial proceeding is currently involved. Suffice it to say, if the interpretation of our sub-committee is correct, the State may recover some \$58,000 in taxes.

Our real estate expert has determined that, based on the average rental paid by the State on this facility, the rate was competitive at the time these leases were entered into. Further, with the passage of time, the rents have become more favorable to the State of Connecticut. However, this sub-committee must temper this evaluation due to the fact that the State is apparently not receiving the full value of the lessor's services (i.e. the airconditioning and ventilation problems).

170 Bank Street, New London, Conn.

Lessor: 170 Bank Street Corporation—Albert Schoolnik, Julius Schoolnik, Mrs.

Judith Perkins, Mr. J. Michael Bailey, Mrs. Kathleen Kelly Schaefer.

Lessee Agency: Labor Department Unemployment Compensation Division.

Terms: 11-1-60 to 10-31-75. \$14,575.00 Per Annum. 5,300 Square Feet.

Analysis.—The interest in this lease is divided equally between the families of Mr. Albert and Julius Schoolnik, Mr. John Moran Bailey, and Mr. Jack Kelly. The Schoolnik brothers are owners of a construction company in Hartford, while

Mr. John Bailey and Mr. Jack Kelly have been powerful State Democratic leaders. Mr. Bailey was the former Democratic State Chairman for some time, while Mr. Jack Kelly (deceased) held the Democratic leadership position in the City of Hartford for several years.

Mr. Albert Schoolnik noted in an interview with our staff that these three families have been in business ventures before this lease. Together they have bought a building on High Street and another structure on Pearl Street, both in Hartford. The families also have a partnership interest in a building at the corner of Asylum and Ann Streets in Hartford, purchased after this lease in question. Mr. Albert Schoolnik negotiated and executed this lease and purchased the property in his own name but stated it was prearranged for the leased to be a joint venture between the Schoolnik, Bailey and Kelly families.

This is why he quit-claimed his interest in the property to the 170 Bank Street Corporation a few weeks after he had personally secured title to the parcel in question. Originally, that corporation was comprised of Messrs. Schoolnik, Mr. John Moran Bailey and Mr. Jack Kelly. Some time later, Mr. Bailey transferred his one-third interest equally to his children, Judith Perkins and John Michael Bailey, while Mr. Jack Kelly transferred his one-third interest to his daughter, Kathleen Kelly Schaefer. (No relation to Mr. Allan Schaefer, a multiple lessor with the State). Mr. Albert Schoolnik said that he was alerted to the State's need for a Labor Department in New London by Mr. Jack Kelly early in 1960. Mr. Kelly further advised Mr. Schoolnik to see a Mr. John O'Connor (deceased) who was the Department of Public Works Chief of Leasing. He emphasized that neither Mr. John Moran Bailey nor Mr. Jack Kelly were involved in negotiation of this lease.

Our investigation of this lease shows that Mr. Schoolnik surveyed the New London area for a possible site along with Mr. O'Connor of the Department of Public Works and Mr. Connor of the Labor Department. On the strength of the Labor Department officials' approval of the 170 Bank Street location, Mr. Schoolnik took an option out on this vacant parcel owned by Mr. Arthur Schwartz.

When contacted by our staff, Mr. Schwartz told us that if he had known that the State was interested in this site, he would either have made a lease proposal himself or sold his land at a higher price.

Mr. Albert Schoolnik told our staff that he did not mention to Mr. Schwartz what his intention was for this particular parcel. He also said that he remembered surveying various sites by himself. However, he could not offer a reasonable explanation for an inter-departmental memo between Mr. O'Connor, Chief of Leasing, to his Commissioner, T. J. Murphy, written on May 14, 1960. This document mentioned that the site search was conducted by the Labor Department and the department of Public Works official with Mr. Schoolnik and the prospective lessor obtaining an option based on the Labor Department official's approval of the Site.

Since the negotiation of this lease dates back to a time when there were no established leasing procedures, our sub-committee cannot describe the above-mentioned events as irregularities per se. However, the fact that a potential lessor had been given early information by a prominent Democratic leader, who, himself was to have an interest in the lease, coupled with the fact that this prospective lessor was accompanied by State officials serving in an advisory capacity during a search for a site, was clearly a deviation from normal accepted business practices. Further, this sub-committee is extremely critical of the fact that the Democratic State Chairman had a one-third interest in a lease negotiated during a time when his party was in control of the State Government.

Our real estate expert could not give a reasonable appraisal of a lease executed this far back in time.

1107 Cromwell Avenue, Rocky Hill, Conn.

Lessor: Walter Spencer Associates—Walter B. Spencer, J. Michael Kelley.

Lessee Agency: Department of Transportation, Office Space and Garage.

Terms: 11-1-71 to 10-31-91. \$184,500.00 Per Annum. 24,000 Square Feet for Office Space. 17,000 Square Feet for Garage.

Analysis.—Mr. Walter B. Spencer, a real estate developer now living in Florida, and Mr. J. Michael Kelly, former Democratic Town Chairman of Hartford, are the co-owners of this facility. Mr. Spencer made a proposal to the Department of

Public Works over one month before the Department of Public Works got a request for space from the Department of Transportation. Mr. Spencer explained in a deposition taken in Florida that he knew of the State's need for such a facility because of his periodic visits to the previous location of the Department of Transportation Headquarters in Hartford. He did not specify as to who, in particular, told him of this need for the new lease space.

A document sent by Mr. Chester Zaniewski of the Department of Public Works to Mr. William Wade of the Department of Transportation on October 13, 1970, highlights some of the problems surrounding this lease proposal. Mr. Zaniewski advised Mr. Wade that the Department of Public Works was going to recommend that Finance and Control disapprove this lease proposal for three basic reasons: first, it was felt that the proposed rental rate was exorbitant; the prospective lessor's land cost was felt to be excessive and the Department of Public Works felt they had not been given adequate opportunity to find alternative sites at a lower price; third, the location was considered poorly situated because of its isolation from public transportation.

Then, Mr. Zaniewski went on to chastise the Department of Transportation for initiating its own site search, "All of which . . . is in direct violation of directives currently in effect, i.e., Governor Dempsey's letter dated October 30, 1967, and Finance and Control's letter dated November 4, 1968. Such improperly conducted negotiations may have provided an express or implied assurance to the proponent that he 'had a deal' and might have caused him to maintain a stronger negotiation posture."

Mr. Wade responded to Mr. Zaniewski's letter by saying that Mr. Spencer's proposal that had come in to the Department of Public Works before the request for space was not the parcel in question. While this is true, the present site is only three hundred feet away from the original site proposed by Mr. Spencer. Also, the fact that Mr. Spencer had made any proposal some time before the Department of Transportation officially requested space demonstrated that the lessor had the benefit of advance information as to the need and location of this facility.

Mr. Wade also claimed that the Department of Transportation took the initiative of investigating suitable locations because of problems at the previous Department of Transportation Headquarters. Our sub-committee cannot accept this claim. If the problems were so oppressive at the Douglas Street location, then the Department of Transportation should have sent the Department of Public Works a request for space at an earlier date. Lastly, Mr. Wade responded to Mr. Zaniewski's criticism of this site's remoteness by saying that Finance and Control had approved the location. Our sub-committee does not consider this a worthy reply. The Department of Public Works, not Finance and Control, has the expertise and authority to choose a location, albeit with guidance from the user agency and subject to its veto. Therefore, on balance, we would have to agree with Mr. Zaniewski's interpretation of what occurred. The prospective lessor was given the benefit of early information by the Department of Transportation which, in turn, had the effect of usurping the authority of the Department of Public Works to search for space resulting in the diminution of the latter Department's ability to negotiate a fair and reasonable lease for the State.

Mr. Spencer's original proposal for the parcel in question was tabled by the Citizens Advisory Council on Public Works until a sub-committee was formed comprised of Mr. John Legnos and Mr. John Hayes of that Council and Mr. Zaniewski of the Department of Public Works. This group finally convinced Mr. Spencer to reduce the price of his proposal from \$4.98 a square foot to \$4.50 a square foot. The Citizens Advisory Council told our sub-committee staff that the first proposal was one of the most exorbitant offers they had seen during their tenure on this board. It should be noted that even the amended proposal was disapproved by two members of the Citizens Advisory Council, those being Mr. Wilbur Purrington and Mr. Edward Packtor. Mr. Packtor felt that the amended proposal was excessive and that Mr. Spencer's acquisition costs for the present site were much too high.

It should also be mentioned that the engineering firm of Mr. John Legnos was hired by Mr. Spencer to perform various professional services before any of these lease proposals were voted on. However, we have no evidence that Mr. Legnos ever tried to influence any members of the Citizens Advisory Council in their vote. In fact, the other members of the Citizens Advisory Council told our sub-committee that they had not known that Mr. Legnos had been employed by Mr.

Spencer for this project. Also, our sub-committee should emphasize that Mr. Legnos did take an active role in the successful attempt to get Mr. Spencer to significantly lower his lease proposal price. Further, Mr. Legnos' firm had been used by Mr. Spencer in several of his previous private projects. We are also mindful of the fact that the fee received by his firm for this particular project was of a relatively minor nature. However, this sub-committee feels that in order to avoid any taint of a possible conflict of interests, Mr. Legnos should have made his colleagues on the Council aware of his employment by Mr. Spencer and should have obtained from any vote taken on such proposal. However, in all fairness to Mr. Spencer, it should have been made clear that such actions were not required by any statute or administrative directive relative to the Council.

We appreciate the fact that the Department of Public Works would not consider this lessor's proposal until he had secured an option on the property. However, a letter of commitment was unwisely issued to Mr. Spencer before he became the record owner of the property. From a legal standpoint this could have been a potentially troublesome situation.

Our inquiry into this lease also showed that the new Department of Transportation Headquarters has suffered prolonged problems of inadequate air-conditioning and heating as well as insect infestation. The State is expending substantial sums of money for the rental of this particular property and, as such, should receive the full benefit of the services to be provided by the lessor.

Our real estate expert observed that the total rental paid for the property is at a rate below the range of office building rentals. When the garage space and land and parking areas are considered, the rental is within the mean range. However, when the problems alluded to in the paragraph above are considered, it is this sub-committee's conclusion that the State may be paying a higher rental than it should since it is not receiving all the services it has paid for.

This appendix dated February 14, 1975 is being issued as a result of the investigation conducted by this Special Sub-committee on Leasing of the Connecticut General Assembly's Joint Committee on Appropriations and is hereby signed by the members of the Sub-committee.

Representative RICHARD A. DICE, *Chairman*.
 Senator JOSEPH I. LIEBERMAN, *Vice-Chairman*.
 Representative ADDO E. BONETTI.
 Senator NICHOLAS A. LENGE.
 Representative JOHN G. GROPPA.
 Representative JOHN F. MANNIX.

The following legislators were selected to the Special Sub-committee on Leasing from the 1975 Connecticut General Assembly's Joint Committee on Appropriations and have participated for the limited purpose of supervising the drafting of this appendix and documentation of this investigation.

Senator ROBERT D. HOULEY.
Co-Chairman of the 1975 Joint Committee on Appropriations.
 Senator RICHARD C. BOZZUTO.

Senator BURDICK. The first witnesses today will be the representatives of the American Bar Association who requested to be heard after the completion of their investigation.

His report has now been received and, without objection, it will be made a part of the record at this point.

[The report referred to follows:]



AMERICAN BAR ASSOCIATION

STANDING
COMMITTEE ON
FEDERAL
JUDICIARY

1155 EAST 60TH ST. CHICAGO, ILLINOIS 60637 TELEPHONE 312/493-0533

March 3, 1975

The Honorable James O. Eastland
Chairman, Committee On The Judiciary
United States Senate
Washington, D.C.

Dear Mr. Chairman:

The American Bar Association Standing Committee on Federal Judiciary and The Association of the Bar of the City of New York Committee on the Judiciary submit herewith their joint report of their inquiry to determine whether Governor Meskill during his administration was aware of and condoned improper state leasing practices. This report supplements the previous reports of each of these committees relating to Governor Meskill's qualification to be a judge of the United States Court of Appeals for the Second Circuit.

The facts show that prospective lessors to the State whom Governor Meskill had known for years received favored treatment from Governor Meskill's longtime friend and aide Brian Gaffney, then the Republican State Chairman, and from several persons serving under Governor Meskill as commissioners of state agencies. The attached report presents evidence that Governor Meskill had some knowledge of these practices (report, pp. 49-61), and it is undisputed that he did nothing to stop them to prevent their reoccurrence. He and other individuals possessing knowledge of relevant facts have refused our requests to be interviewed regarding these transactions.

We made every effort to obtain an explanation of these practices from Governor Meskill, from Commissioner Manafort, from certain other former and present state officials, from certain of the lessors and certain others. Each refused to discuss them with representatives of our committees. We submit that their refusal to discuss these transactions demonstrates a lack of candor and is in itself an indication of their awareness of wrong doing. A person such as Governor Meskill who aspires to be a federal judge should give a full explanation of his conduct as a public official.

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The Honorable James O. Eastland

March 3, 1975

-2-

In the absence of a convincing explanation by Governor Meskill of the transactions discussed in the attached report we strongly urge that Governor Meskill not be confirmed on the ground that his previous conduct in public office and his failure to explain it demonstrates that he is not qualified to be a federal judge. We urge the rejection of his nomination for this reason.

Should this Committee believe that this nomination merits further consideration, we strongly urge the Committee to subpoena the witnesses to these transactions and to compel them to produce all relevant documents for the Committee's examination.

Respectfully submitted,

American Bar Association Standing
Committee on Federal Judiciary

By: 

John A. Sutro for the Committee

The Association of the Bar of the
City of New York,
Committee on the Judiciary

By: 

Arnold Bauman, Chairman

Report of the
AMERICAN BAR ASSOCIATION
and the
ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK
in Connection with the Nomination of
THOMAS J. MESKILL of CONNECTICUT
to be a
UNITED STATES CIRCUIT JUDGE, SECOND CIRCUIT

Dated: March 3, 1975

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Introduction

In connection with the nomination of Thomas J.

Meskill of Connecticut to be a United States Circuit judge, Second Circuit, we submit this report jointly on behalf of the American Bar Association and the Association of the Bar of the City of New York.

This report describes certain abuses in Connecticut state leasing practices during Governor Meskill's term of office, 1971-1974, and then addresses the question whether Governor Meskill was aware of and condoned those abuses.* That persons whom Governor Meskill has known for years obtained substantial state leases through favored treatment by State officials is beyond dispute. If Governor Meskill knew of and condoned those abuses, we think it is obvious that he should not be a judge.

Our inquiry has been made difficult because Governor Meskill, himself, as well as some of those who were favored with state leases and other key witnesses, have refused to be interviewed and to produce relevant documents.**

* On January 23, 1975, we submitted statements to this committee which made reference to State leasing abuses. This report incorporates the material in those statements and adds to it information which is contained in the State Leasing Subcommittee's Appendix to its Report which was released February 15, 1975 and information which we have obtained over the last month in a series of forty-five interviews with some of the persons involved and through examination of the relevant documents to the extent that they were available. Attached as Exhibit 1 is a list of all individuals who we interviewed and those who declined to be interviewed.

** Governor Meskill's letter to Lawrence Walsh of February 10, 1975 refusing our request for an interview is attached as Exhibit 2. Governor Meskill also refused the request of the Federal Bar Council for an interview. On February 12, 1975 the Federal Bar Council recommended against Governor Meskill's confirmation. Letters declining interviews by others to whom we wrote requesting interviews are attached as Exhibit 3.

Nevertheless, the facts set forth in this report suggest strongly that Governor Meskill had knowledge relating to state leasing abuses and demand answer. We urge that the Judiciary Committee of the Senate investigate the facts using its subpoena power to call witnesses under oath and to compel the production of relevant documents.

The following paragraphs capsulize the principal transactions which we believe this Committee should investigate, and state the principal questions to which Governor Meskill must respond:

(1) The Downes Lease. In 1972-73 the State awarded a substantial lease to Downes Construction Company, a family firm owned by men whom Governor Meskill has known for years, and who are the uncle and cousin and were then also law clients of the Governor's close friend, Brian Gaffney, then the Republican State Chairman. It is undisputed that Gaffney interceded on behalf of the Downeses with State officials, and that the Downeses were thereafter afforded favored treatment in the selection of their site. Moreover, the State Leasing Sub-committee has concluded that the rent paid by the State on this lease is "excessive."

Governor Meskill himself, Brian Gaffney, Frank Downes, John E. Downes, Earl Wood and Howard Dickinson (the

Commissioner of Transportation, the agency involved, and the Transportation official who gave favored treatment to the Downses, respectively) have all refused our requests to interview them concerning the Downes lease.

The questions which should be answered are:

(a) When and how did Governor Meskill become aware of this lease and the circumstances under which it was awarded?

(b) Did Connecticut State Senator George Gunther warn Governor Meskill about this lease in a meeting between the two on May 23, 1972? Senator Gunther has testified under oath that he did. Governor Meskill has stated that he did not.

(c) Why did Governor Meskill take no action on the Downes lease even though he concededly did receive a letter from Senator Gunther complaining about the lease on June 1, 1972, sixteen months before the lease was signed?

The persons who could resolve these questions if called as witnesses are: (1) Governor Meskill; (2) Brian Gaffney; (3) Frank Downes; (4) John E. Downes; (5) Earl Wood; (6) Howard Dickinson; (7) Senator George Gunther; and (8) Governor Meskill's former aide, John Doyle.

(2) The Tomasso leases. In 1971-1974 the State awarded three leases, with a total gross rental of \$410,350 per year, to a firm owned by Angelo Tomasso, Jr., a friend of Governor Meskill and Brian Gaffney's next-door neighbor. Each of the leases involved favored treatment of Tomasso by State officials. The Leasing Sub-committee has concluded that the rental on one lease is excessive and that Tomasso "grossly overstated" his costs on another.

Governor Meskill himself, Angelo Tomasso, his Comptroller John Lepore, Public Works Commissioner Paul Manafort, Commissioner Wood and Howard Dickinson have all refused our requests to interview them on this transaction, and Tomasso and Lepore have refused to honor a subpoena of the Sub-committee on Leasing of the Connecticut General Assembly.

The questions which should be answered are:

(a) When and how did Governor Meskill become aware of these leases and the circumstances under which they were awarded?

(b) Why did he never inquire into these leases, all of which became state obligations long after Senator Gunther's June 1, 1972 letter urging him to investigate abuses in the state leasing system?

The persons who could resolve these questions if called as witnesses are: (1) Governor Meskill; (2) Angelo Tomasso; (3) John Lepore; (4) Paul Manafort; (5) Earl Wood; and (6) Howard Dickinson.

(3) Governor Meskill's relationship with Bernard Mussman. Since 1971 Governor Meskill and his Public Works Commissioner Paul Manafort have been co-owners of an office building with a real estate broker named Bernard Mussman. Although Mussman had only one lease with the State prior to Governor Meskill's administration, he was broker on four state leases executed by Manafort during 1971-74.

Once again, Governor Meskill and Manafort have refused to be interviewed by us concerning these facts.

The question to be answered is whether Governor Meskill was aware of Mussman's state leasing activities.

The persons who could resolve these questions if called as witnesses are: (1) Governor Meskill; (2) Bernard Mussman; and (3) Paul Manafort.

(4) The Phoenix transactions. In 1973 the State badly needed new quarters for the state-owned Greater Hartford Community College, and had discussed with the Travelers Insurance Company the possibility of receiving the Traveler's Phoenix property in Hartford as a gift for that purpose. When Travelers decided that it could not make the gift, two of its senior officers proposed to state officials that the Travelers sell the property to the state for \$4.5 million, which was \$3.5 million less than Travelers' previous asking price. No one from the State pursued this offer, and, instead,

two Hartford realtors, Harry Gampel and Allen Schaefer, took an option to purchase the property from the Travelers for \$4.5 million. Although the State did not publicly advertise its intention to lease space for the college until two days after this option was proposed, the option provided that Gampel and Schaefer's obligation to buy the property was contingent upon their ability to lease the property to the State. Gampel and Schaefer were brought into the Phoenix transaction by Bernard Mussman, the broker who is one of the co-owners with Governor Meskill and Paul Manafort in the building referred to in (3) above.

Gampel and Schaefer negotiated a lease of the property to the State which was so excessive that the State Attorney General objected, resulting in the cancellation of the lease. Gampel and Schaefer then sold the renovated building to the State for \$7.3 million. After the fact a number of State officials, including Governor Meskill and DPW Commissioner Manafort, have denied that the State ever had the opportunity to buy the Phoenix property from the Travelers for \$4.5 million or any other amount.

Governor Meskill, Greater Hartford Community College President Arthur Banks, and Paul Manafort have all refused to be interviewed by us on these transactions.

The questions which should be answered are:

(a) Why have Governor Meskill, Commissioner Manafort and others denied that the state had the opportunity to buy the Phoenix at a favorable price direct from the Travelers in 1973?

(b) Did any state officials favor Gampel and Schaefer in the Phoenix transactions by foregoing the opportunity to purchase the building, causing the state to negotiate a lease with Gampel and Schaefer at an excessive rental, and finally buying the renovated building from Gampel and Schaefer for \$7.3 million?

(c) What was Governor Meskill's knowledge and participation in each step of the Phoenix transactions?

The persons who could resolve these questions if called as witnesses are: (1) Governor Meskill; (2) James Stewart, Vice President of Travelers; (3) Paul Manafort; (4) Bernard Mussman; (5) Harry Gampel; (6) Allan Schaefer; and (7) Bernard Mussman.

This Report is in two sections. The first describes the Phoenix transactions and Governor Meskill's participation in them. The second describes the Downes and Tomasso leases and sets forth the information we have obtained relating to Governor Meskill's knowledge concerning these leases.

I. THE PHOENIX TRANSACTION

Introduction

The most complex transaction requiring explanation by Governor Meskill is the State's acquisition of the Phoenix property to house the Greater Hartford Community College. Although in 1973 the State could have acquired this property from the Travelers Insurance Company for \$4.5 million, in 1974 it finally acquired it by paying \$7.3 million to Gampel and Schaefer, intervening owners who had acquired it from the Travelers for \$4.5 million. Before selling the property to the State, Gampel and Schaefer had negotiated to lease it to the State at a rental so excessive that the lease was cancelled when the State Attorney General complained.

It may be that the large difference in price can be explained in part by improvements to the property,* but that is not the explanation given by Governor Meskill, DPW Commissioner Manafort and several other state officers involved. They deny that the property was ever available to the state at \$4.5 million. In doing so they flatly contradict the statements of responsible officers of the Travelers Insurance Company and contemporary documents by state officials.

* Gampel and Schaefer refused to give us access to their relevant financial records.

Thus, substantial questions exist as to whether Governor Meskill has been truthful in describing the Phoenix transaction, whether favored treatment was given to Gampel and Schaefer and, if so, whether Governor Meskill was involved.

History

1. Greater Hartford Community College ("GHCC"), a two-year State college, opened in an old Hartford factory building in 1967. The building was understood by everyone to be inadequate, and the expectation was to move within a short time. In the spring of 1970, the Board of Trustees of Connecticut Regional Community Colleges ("Board of Trustees") selected a tract of more than 100 acres in Windsor, about five miles from central Hartford, as a site for an educational complex to include GHCC and a technical school. The estimated cost for building GHCC there was \$15.5 million. The Commission on Higher Education ("CHE"), which is required by law to pass on all State educational building and land purchases, approved. The tract was purchased in lots from 1971 through early 1973 at a total price of under \$1 million. Because of the State's financial condition no plans were made to build at that time.

By 1972, GHCC's permanent accreditation was being

delayed because of its inadequate facilities*, and on March 7, 1973 the accrediting team said that the college had to move within the year or lose its accreditation.**

2. The Travelers Insurance Company ("Travelers") merged with the Phoenix Insurance Company in the 1960's and acquired the Phoenix' headquarters, a 235,000 square foot building completed in 1952 on fifteen acres of land near downtown Hartford. Travelers did not need the building and in 1969 listed the property with four industrial brokers in Hartford, among them the J. Watson Beach Agency. The original asking price was \$10 million.

3. Arthur Banks, President of GHCC, refused our request for an interview. As early as 1969 Banks expressed an interest in the Phoenix Building to James Stewart, real estate Vice President of Travelers.*** In the fall of 1972,

* We interviewed Dr. Searle Charles, Executive Director of the Board of Trustees, on February 20, 1975.

** Television interview with Dean Walter Markiewicz on "What's Happening", Channel WFSB, August 10, 1973.

*** We interviewed James Stewart on February 19, 1975. The Phoenix had been built for the purpose of housing the head office of an insurance company. Many of its features, such as an auditorium, large cafeteria and recreation facilities, were ideally suited to a college.

having received no serious offers for the Phoenix Building, Stewart proposed to Banks that Travelers might donate the Phoenix property to the State, provided it could get a favorable tax deduction.

4. State officials were extremely interested in this proposal, which was made known immediately to Governor Meskill.* Stewart asked for the State's assistance in communicating with IRS about receiving an advance ruling on the deduction, and Governor Meskill did so, either directly or through his aides.**

5. Travelers was unable to get an advance ruling from IRS on the valuation of the property for purposes of a tax deduction. For this and other corporate reasons, Travelers' board decided that it could not give the property to the State. Stewart was then authorized by Travelers' President to propose to the State that Travelers sell the Phoenix property to the State for its book value.***

* We interviewed Stuart Smith, formerly Governor Meskill's administrative aide for education, on February 20, 1975 and again on February 24, 1975.

** Smith interview of February 20, 1975.

*** Stewart interview.

6. On June 19, 1973, James Stewart and another Travelers Vice President, J. Thomas Montgomery,* met with GHCC President Banks and Gerald McCann, the State's Deputy Commissioner of Finance and Control,** at Travelers' offices. Stewart told Banks and McCann that a gift was impossible. Banks and McCann asked if the State would consider a lease, and Stewart said no. According to Stewart and Montgomery, the Travelers Vice Presidents, Stewart then told Banks and McCann that Travelers would seriously consider selling the property to the State for its book value. The property was being depreciated monthly, and Stewart went out and brought back the ledger books, showed Banks and McCann that the current book value was about \$4.5 million, and proposed that as a sales price. Banks and McCann said that State might have trouble with such a large purchase and Stewart suggested that Travelers might take State bonds. According to Stewart and Montgomery, they told Banks and McCann that Travelers would not consider any other offers until the State notified Travelers of its intentions.

* We interviewed J. Thomas Montgomery, who corroborated Stewart's statements, by telephone on February 19, 1975.

** Commissioner of Finance and Control Adolph Carlson was on vacation and McCann substituted for him.

Stewart said he never heard from anyone representing the State about the proposal made at the meeting.

Sometime in early August Stewart called Commissioner of Finance and Control Carlson regarding the State's position. Carlson said the State was considering a number of alternatives and could not ask Travelers to keep the property off the market any longer.*

7. There is a sharp conflict between the Travelers' version of the June 19 meeting and its consequences and the version given by a number of State officials. According to McCann, the Travelers' representatives did not even suggest a possible sale at the June 19th meeting.** McCann told us that he never even heard that there had ever been any talk about a possible sale by Travelers to the State until after the proposed lease from Schaefer and Gampel to the State was rejected by the State on March 4, 1974 (see pp. 26-28 below).***

* We attempted to reach Carlson by telephone on February 19, 1975. He was leaving that day to be out of town until March 3, 1975. We indicated why we wanted to speak with Mr. Carlson but his office would not give us a number where he could be reached.

** We interviewed McCann on February 18, 1975.

*** As stated above, Banks refused our request for an interview. At a taped Q and A interview with the Leasing Subcommittee staff on January 31, 1975, Banks said that the

Stewart Smith, Governor Meskill's administrative aide for education, said he talked by telephone with both Banks and McCann right after the June 19th meeting. Each reported that the gift was off. Neither reported that Travelers had proposed selling the property to the State for \$4.5 million or any other amount. Smith told us that Banks did tell him "in an off-hand way" that a sale might be possible. Smith said that neither he nor any other State official to his knowledge ever called Travelers back to discuss the possibility of a purchase. When pressed for an explanation, in light of GHCC's dire accreditation situation, Smith said that the State was considering many sale or lease resolutions and that the talk of an opportunity to buy the Phoenix was just "rumors." He further implied that the State did not trust Travelers after having been disappointed on the gift.

possibility of a sale was discussed at the June 19, 1973 meeting, that "many figures were floated around", including \$4.5 million, that "the conversation was general in tone" and that "I heard no definite offer stating that if we wished the building, then take it back to somebody, it will be for \$4.5 million". Banks went on to say that he never considered that he "should go back and inform anybody that this is what the Travelers had said because then I would be in the position of being a go-between between Travelers and the State and our Board". Banks said he had mentioned his understanding of the June 19, 1973 meeting to a number of State officials during the following weeks, including the possibility of a sale.

8. Department of Public Works ("DPW") Commissioner Paul Manafort has several times denied that Travelers ever offered to sell the property to the State. In a printed release disputing some articles in the Hartford Courant, Manafort said, "This Department has never been approached by Travelers or any other party to purchase the Phoenix Building for 4.5 million dollars or any other figure."*

9. There is substantial documentary corroboration for Travelers' version that a definite proposal to sell Phoenix for \$4.5 million was in fact made at the June 19, 1973 meeting. The Board of Trustees of the Community Colleges met on July 16, 1973. According to Dr. Searle Charles, Executive Director of the Board, Banks related at the meeting that the State could buy the Phoenix for \$4.5 million. The Board then passed a resolution approving negotiations to purchase the Phoenix and appointing Board members to meet with State officials to that end. On July 17th, Henry E. Fagan, Chairman of the Board of Trustees, wrote to Governor Meskill informing him of the July 16th meeting and suggesting that representatives of the Board meet with the Governor to discuss, among other things, "the possibility of purchasing the Phoenix Building for Greater Hartford Community College. . . . We understand the purchase

* "Phoenix offer for GHCC Given Meskill Last Fall," Hartford Courant (March 7, 1974). Manafort said substantially the same thing in his interview on WFSB's "What's Happening" Program, March 16, 1974. After initially agreeing to be

interviewed, Paul Manafort then refused from February 18 through February 26 to answer repeated telephone calls and a hand delivered letter requesting an interview and his permission to review relevant DPW documents. Manafort is a long-time friend of Governor Meskill from New Britain. Manafort was elevated by Governor Meskill from Deputy DPW Commissioner to Commissioner on March 1, 1973. According to Edward Kozlowski, whom Manafort replaced, in February 1973 Kozlowski was considering six or seven proposals for the job of construction manager on a Waterbury Connecticut Higher Education project. He and his staff rated the proposal of Eugene DeMatteo, a Hamden construction owner, as least qualified. Shortly thereafter Governor Meskill asked Kozlowski to move from DPW to the Department of Motor Vehicles thereby permitting DMV Commissioner Robert Leuba to join the Governor's staff as counsel. Kozlowski agreed. Shortly after Manafort succeeded Kozlowski as DPW Commissioner he awarded the Waterbury contract to DeMatteo. One of DeMatteo's functions was to let out bids for contracting on the job. Manafort's family company was awarded a substantial excavation contract not long thereafter.

price may be considerably less than it was a few years ago."* Dr. Charles, in a memorandum to Commissioner Manafort dated August 13, 1973, also referred to the fact that the Phoenix Building, including renovations, could be had for \$6 million rather than \$10 million as was previously the case.**

On July 27, 1974, the CHE approved a resolution "to negotiate for the purchase of the Phoenix Building, Woodland Street, Hartford, as a permanent campus site for the Greater Hartford Community College.***

On July 30, 1973, copies of both these resolutions were sent by the CHE to Commissioner Carlson of Finance and Control, to DPW Commissioner Manafort, to Attorney General Killian, and to the GHCC Board of Trustees.

10. On August 20, 1973, Dr. Charles and members of the Board met with Governor Meskill and Stuart Smith. According to Charles, the Board stressed its accreditation problems and pressed Governor Meskill to purchase the Phoenix. The Governor promised new facilities for GHCC

* The letter is attached as Exhibit 4.

** See p. 3 of Charles Memorandum, attached as Exhibit 5.

*** A copy of the resolution of the CHE is attached as Exhibit 6.

by year end. He did not promise that the Phoenix would be obtained, or that the solution would be a purchase as opposed to a lease, but he did state that purchase of the Phoenix would be a price consideration.

Governor Meskill's former aide Stuart Smith has given a different version of this meeting. Smith told the State Leasing Sub-committee staff that

"this meeting wasn't devoted to [the Board] saying that they wanted the Phoenix Building, the House of Good Shepherd or that we want 'X' or 'Y' building. It was really a plea for better space. . . . They were not saying to the Governor in that August 20th meeting 'Governor please support our efforts toward the Phoenix Building.' They were saying 'please support our efforts to find new space. . . .'"*

This version, in substance the same as that given to us in our interview of Smith on February 20, 1975, appears very questionable in light of the Board and Commission resolutions.**

* Transcript of recorded interview of Smith by Sub-committee staff dated December 12, 1974.

** Following the August 20, 1973 meeting, Governor Meskill wrote to both Commissioner Manafort and Commissioner Carlson regarding the Phoenix building. The investigators for the Leasing Sub-committee have been unable to locate any copies of either correspondence. Smith told us that he, Manafort and Carlson met on August 24th to discuss GHCC. Following the August 24, 1973 meeting, Jean Tucker, a reporter for WFSB, interviewed Carlson and asked him what was going to be done for GHCC. According to Smith, Carlson said, "We're going to advertise to lease space." Smith said the interview was broadcast that evening on the 6:00 News. Ms. Tucker, in a telephone interview on February 26, 1975 recalled the interview but not its substance. WFSB was unable to locate the tape so that we could view it.

11. On September 3, 1973 Bradley Biggs was sworn in as Deputy Commissioner of DPW. At the ceremony, Charles mentioned to both Biggs and Commissioner Manafort the Board's interest in purchasing the Phoenix Building. The following day, President Banks met with Biggs to discuss GHCC's physical requirements and on September 5th, copies of the July resolutions of the Board and the CHE were sent to Biggs for his information.*

12. On September 7, 1973, Donald McGannon, an executive of Westinghouse Corporation and Chairman of the CHE, wrote to Governor Meskill pointing out that GHCC's accreditation was in jeopardy, and stating:

"It is also my understanding that there has developed in the last several weeks the opportunity to purchase [the Phoenix] property at a cost of somewhere around \$4.5 million for 235,000 feet or a cost of less than \$20 per square foot. It would cost \$1.5 million to renovate.** The square foot cost of \$25.00 for acquiring and renovating the property would be very favorable when one thinks of what the State is spending to build conventional buildings on a square foot basis, i.e., \$40-45. I do not know how long this facility will continue to be available. While I do not feel we should rush into the acquisition of any property, I wanted you to know how seriously the Commission views the current situation of the College and to seek from you a policy decision to 'go or no go' on this facility before it is lost by default. . . .

* Attached as Exhibit 7.

** This estimate appears to be low.

I would be happy to talk with you on the phone or in person, but urge an early decision on this important matter. I hasten to add that I have viewed all of these points from a cost efficiency basis as well as the educational value involved." (emphasis added).*

On September 18, 1973, Governor Meskill replied as follows:

"Dear Don:

It certainly was a pleasure to receive your letter of September 7, regarding Greater Hartford Community College.

My personal goal is that all of our community colleges be fully accredited, and I have placed a high priority on finding new facilities for Greater Hartford Community College within the City limits of Hartford.

I share your concern, and, therefore, I appreciate your interest in the goals which we have set.

With best wishes,"**

13. No one from the State ever followed up with Travelers on what appears, not only from the Stewart-Montgomery version of the June 19, 1973 meeting with Banks and McCann, but also from the documents referred to above, to have been a definite proposal to sell Phoenix to the

* A copy of McGannon's letter is attached as Exhibit 8.

** A copy of Governor Meskill's reply is attached as Exhibit 9.

State for \$4.5 million. We have been unable to determine who decided on behalf of the State not to pursue this proposal, or why such a decision was made.*

14. Travelers started negotiating with Harry Gampel and Allan Schaefer for the sale of the Phoenix property in August, 1973, through their broker Laurence Stern of the J. Watson Beach Agency. The background of this is as follows:

a. Harry Gampel is a real estate owner, builder and manager, with his own firm in Hartford.** Gampel became interested in buying the Phoenix at least as early as April 1969, when Stern of G. Watson Beach wrote to

* On September 11, 1973 members of the Sub-committee on Education of the Appropriations Committee of the State Legislature toured the Phoenix Building with DPW Commissioner Manafort. State Senator John Mannix told us in an interview on February 8, 1975 that he asked Manafort how much the building would cost. Manafort refused to comment, saying "delicate negotiations" were underway. The State legislators assumed he was talking about price. At a later date Manafort claimed to Senator Mannix that the "delicate negotiations" were efforts he assumed were continuing to obtain the building as a gift (a possibility which in fact had been abandoned long before). Attached as Exhibit 10 is the Appropriations Committee's request for a tour and a backslip from Manafort's assistant Stuart Smith, requesting his "imput."

** We interviewed Gampel on February 20, 1975. Gampel has met Governor Meskill only once, recently. He is not a registered voter. He told us he has never contributed, directly or indirectly, to the Republican Party. His wife is a registered Democrat. He gave \$100 to Steele in the recent Connecticut Gubernatorial election. He gave \$100 to Governor Meskill in the 1974 "Tribute to Tom." He said he recalls no other gifts to Meskill, other Republicans or the Party and is positive that he and his wife and persons related to him in any way have never given more than \$1,000 to any of the above.

Gampel regarding the building.* As of 1973, Gampel had known and done business with Bernard Mussman, a New Britain real estate broker, for seven or eight years. Mussman was one of the brokers handling the Phoenix for Travelers in 1972, and knew that Gampel was interested in the Phoenix. In August 1973, Mussman suggested to Gampel that he get together with Allan Schaefer to consider forming a partnership to acquire the Phoenix. Shortly thereafter, through Mussman, Gampel and Schaefer met for the first time.

b. Schaefer is a Hartford attorney and realtor who leases several buildings to the State. He told us that he had been working with the State to find new quarters for GHCC for several years before the Phoenix transactions. He confirmed that Mussman introduced him to Gampel for purposes of buying the Phoenix.**

* Gampel's early interest in the Phoenix was confirmed to us in a telephone interview with Laurence Stern on February 21, 1975.

** We interviewed Schaefer on February 24, 1975. Schaefer has met Governor Meskill only twice, socially. He is a registered Republican and contributes to Republican candidates. He also told us that sometime in the last few years he made a personal loan to a Hartford mayoral candidate, but he declined to disclose the name of the candidate or the amount of the loan. He did not contribute to Meskill's gubernatorial campaign. He did buy a table at the Meskill victory dinner and has contributed to one or more "Tributes to Tom." "Tributes to Tom," one day outings in Governor Meskill's honor (at which a cash gift was given to him) were held in 1971, 1972, 1973 and 1974. Since the law requiring disclosure of campaign contributions did not take effect until 1974, we have no figures for the first three Tributes, or any other contributions. In 1974, Angelo Tomass contributed \$1,000, John E. Downes \$90, and John F. Downes \$100.

c. Since 1971, Mussman, Governor Meskill and DPW Commissioner Manafort, together with three other New Britain residents, have been co-owners of a building at 943 Silas Deane Highway, Wethersfield, Connecticut.* Prior to Governor Meskill's administration, Mussman was broker for one lease with the State. During the Meskill administration, Mussman acted as broker for four leases with the State, all approved by Manafort's agency. In an interview with us on February 13, 1975 Mussman said that as to one of these leases, he spoke privately to Manafort, who gave him advance information. Regarding another State lease for which Mussman was broker, a building owned by Harry Gampel's wife at 1290 Silas Deane Highway, Wethersfield, the Leasing Sub-committee found that Manafort "played a substantial role in the negotiations. . . [and] personally rejected one of the alternative sites." The Sub-committee stated that it was

"troubled by the degree of participation in this lease by Mr. Manafort, due to his business relationship with Mr. Mussman. Our concern is supported by the fact that Mr. Mussman apparently received early information from the [DPW] which enabled him to earn a commission from the lessor."**

* Mussman told us that he knows Governor Meskill only slightly, and that they have never discussed any State leases.

** Leasing Appendix, pp. 80-81.

15. On August 30, 1973, Gampel and Schaefer, doing business as S&G, made their first firm offer to Travelers for a 120-day option to buy the Phoenix for \$4 million.* Negotiations continued, and on September 18, 1973 Schaefer and Gampel sent a written "offer to purchase" the Phoenix to J. Watson Beach containing, inter alia, the following terms:**

- "1. The purchase price is \$4,500,000 payable in cash or by bank or certified check at transfer of title;
2. There will be no down payment during the period of advertising by the State for the Greater Hartford Community College or during the period of lease negotiations with the State thereon, both of which shall be completed on or before 120 days after your acceptance of this offer and upon written State commitment to lease from our client on terms satisfactory to him, a \$250,000 cash or certified check deposit will be made.
3. The transfer of title shall be made within six months after the date of the State commitment to lease and no later than 300 days after your acceptance of this offer, and our client would ask the privilege of setting the precise closing date, time and place.
4. The buyer shall have the right to make renovations during the aforesaid six months' period.

* * *

* Correspondence attached as Exhibit 11.

** Attached as Exhibit 12.

9. The risk of loss from the date of your acceptance of this offer through transfer of title shall be upon the seller.

* * *

13. Because of publicity thus far, we must ask that this offer be held in secrecy between you, the Travelers and ourselves and not revealed in any particular to third parties.
14. Time shall be of the essence hereof and this agreement shall be binding upon our undersigned principal, the Travelers and their heirs, executors and successors" (emphasis added).

Travelers accepted this offer on September 21, 1973.

16. On September 20, 1973, the State advertised in the newspaper that it was seeking to lease space for GHCC. We have been unable to determine who in the State made the decision to advertise for a lease, or when the decision was made.*

* Several people have suggested to us reasons why a lease might have been more practical than a purchase: (1) the State already owned over 100 acres of land in Windsor, purchased for the purpose of building a GHCC campus (but note that (a) Windsor is 5 miles from central Hartford; (b) a study by Arthur D. Little and many of the educators favored a downtown site; and (c) the cost of building on the Windsor site would have been high); (2) the City of Hartford opposed a State purchase because it would remove the building from the tax rolls; and (3) because the State is statutorily required to follow certain procedures, the time period necessary for the State to buy a building and then renovate is greater than if a private contractor performs the renovations and then sells or leases the property to the State.

17. Ten proposals involving eight different sites were submitted to DPW by November 20, 1973, the closing date for bids. On December 6, 1973, DPW Commissioner Manafort and his Deputy Biggs, Carlson and McCann of Finance and Control, and Republican Chairman Brian Gaffney all met to discuss the selection of a site. According to Gaffney's Public Hearing testimony before the State Leasing Sub-committee, the matter had become a "political issue." On December 27, 1973, DPW Commissioner Manafort notified S&G Company that their lease had been accepted as "the most suitable proposal submitted." No letter of commitment was signed. The terms of the proposed lease were as follows: S&G would lease the Phoenix building and a large private home situated on approximately 15 acres to the State for a term of 25 years. Rental was \$1,104,000 per year, with an option to purchase for \$8,560,000 at the end of one year, \$8,500,000 at the end of two years, \$8,380,000 at the end of five years, and declining amounts thereafter.*

18. The lease was signed by S&G on January 16, 1974 and on January 21, 24 and 25, 1974 by Manafort of DPW, the Commissioner of Higher Education and the Finance and

* Copy of proposed lease attached as Exhibit 13.

Control Department of the State, respectively. The Attorney General was the only party left to sign.

19. Responsibility for the reasonableness of the terms of a proposed lease rests with the DPW and the Department of Finance and Control. The Attorney General, the last State official to pass on a lease, is charged only with responsibility for the form of the lease. Nevertheless, after the lease came to Attorney General Robert K. Killian's* office for signature in the normal course, Killian wrote a letter to Governor Meskill on February 8, 1974, setting forth the terms of the lease and stating:

"We are informed that the property was available for purchase by the State in 1973 directly from Travelers Insurance Company, its owner at that time, for \$4,500,000 -- slightly over half the first option price in the 'lease,' and about one-sixth of the aggregate rental payments of \$27,600,000, if the 'lease' runs its full term.

"Furthermore, this document is not a final and binding lease -- it is a contractual commitment to enter into a lease on completion of the unspecified alterations called for by this document and acceptance of the premises by the Public Works Department.

"This contractual arrangement raises questions of policy which in my judgment warrant your personal review. Our review of the statutory authority of the Public Works Commissioner to execute this contractual document without the specific approval of the General Assembly is continuing.

* We interviewed Killian, a Democrat who is now Lieutenant Governor, on February 19, 1975.

"You should be advised that our office is being subjected to intense daily pressure from the Public Works Commissioner and his staff to give our immediate approval of this document notwithstanding the presence of still unresolved legal questions."*

On February 21, 1974, Governor Meskill replied to Killian in part as follows:

"While my information differs from yours as to the availability of the property for purchase by the State in 1973 directly from the Travelers Insurance Company, I have developed new information not previously available to the State officials that the cost to S&G is to be \$4.5 million. With an option price at the end of the first year of over \$8.5 million and about a \$2 million cost for improvements, the margin seems to be too wide. In an effort to conserve the taxpayers' money, I am reviewing this further and have asked the Public Works Department not to deliver the lease pending the outcome of this study.

However, before I can make a final policy determination, I would like to ask your opinion on the rights and obligations of the parties to the proposed lease at the present state of the development of the matter to this point. I would hope to hear from you in this regard promptly so that we may not delay longer than necessary with a matter which is of such great importance to the faculty and students of the Greater Hartford Community College.**

In reply to Governor Meskill's question whether the document was binding on the State, on February 22, 1974, Killian responded that "the state is not subject to any

* See Exhibit 14, attached.

** See Exhibit 15, attached.

duties or liabilities as a result of this document," in view of the fact that the Attorney General had not yet signed.*

20. On March 4, 1974, Governor Meskill directed Manafort of DPW to cancel the proposed lease.**

21. According to Gampel and Schaefer, they received no favored treatment from any State officials in their efforts to obtain the Phoenix lease. Both Schaefer and Gampel said they had not heard that Travelers had offered to sell to the State for \$4.5 million when they made their \$4 million offer to the Travelers; Schaefer said that it was Mussman who told him that the Travelers might consider a \$4 million offer. Both Gampel and Schaefer said that the fact that their September 18, 1973 bid was linked to a State lease two days before the State advertised to lease did not reflect the receipt of any inside information, since it was common knowledge that the State was interested in the Phoenix and that it was considering a lease.

According to Mussman,*** he talked with Schaefer

* See Exhibit 16, attached.

** See Exhibit 17, attached.

*** We interviewed Mussman on February 13, 1975.

and Gampel about the Phoenix only once, on the occasion he brought them together. He told us (i) that he thought that Gampel and Schaefer were considering buying the property for "general office space"; (ii) that he never knew the State was interested in either purchasing or leasing from the Travelers until after the fact; (iii) that he had no idea as to the price Travelers wanted; (iv) that he never spoke to Manafort, Governor Meskill or anyone else within the State government about the property; and (v) that his total commission on the transaction was \$6,050 -- ten percent of J. Watson Beach's commission.* Mussman's denial to us of any knowledge as to what Travelers might sell the building for was in direct conflict with Schaefer's statement that it was Mussman who told him that the Travelers might consider a \$4 million offer.

Gampel and Schaefer declined to show us their files reflecting what their costs would have been on the Phoenix lease. They said that they would have made a profit on the deal if, but only if, they had been able to obtain from the City of Hartford a reduction in taxes reflecting the

* On page 7 of the "Statement of the Association of the Bar of the City of New York on the Nomination of Thomas Meskill to the United States Court of Appeals, Second Circuit" it was stated, based upon information received from Leasing Sub-committee staff, that Mussman received a fee of \$20,000.

\$4.5 million purchase price.*

22. Pursuant to Governor Meskill's letter of March 4, 1974, the DPW advertised to buy or lease space for GHCC on March 10, 1974. On March 22, 1974, S&G submitted four different proposals, and seven others also submitted proposals. The State subsequently accepted S&G's proposal to sell the renovated Phoenix building and 10 of the 15 acres (not including the other building) for \$7,350,000.** A simultaneous closing of the sale from Travelers to S&G and S&G to the State took place on September 4, 1974, and classes commenced in the Phoenix Building later that month.

* Their oral estimate to us, assuming no reduction in taxes, was:

\$808,000 yearly carrying charges (including renovations)
+440,000 yearly property taxes

\$1,248,000 total yearly cost to S&G
-1,104,000 yearly rental
 \$ 144,000 yearly loss

** Schaefer said he arrived at S&G's offering price as follows:

\$ 8,560,000 (option price after one year under lease)
 - 800,000 (renovations on top two floors required
 by lease, not by sale (80,000 square
 feet at \$10/sq. ft.))
 - 400,000 (value of five acres retained)

7,360,000 (rounded down to \$7,350,000 sale price)

23. The above narrative shows that Governor Meskill (i) was involved in the gift discussions with the Travelers in early 1973; (ii) received a letter from Trustee Fagan dated July 17, 1973 referring to "the possibility of purchasing the Phoenix Building for [GHCC for a price] considerably less than it was a few years ago"; (iii) was asked by the Board of Trustees at a meeting on August 20, 1973 to purchase the Phoenix Building; and (iv) received a letter from CHE Chairman McGannon dated September 7, 1973 stating that "there has developed in the last several weeks the opportunity to purchase [the Phoenix] property at a cost somewhere around \$4.5 million.

Nevertheless Governor Meskill has denied that he was aware of Traveler's June, 1973 offer to sell to the State. His statements have been as follows:

(a) In the Governor's letter to Attorney General Robert Killian of February 21, 1974 responding to Killian's letter of February 7 that "the property was available for purchase by the State in 1973 directly from the Travelers . . . for \$4,500,000", Governor Meskill replied that "my information differs from yours as to the availability of the property for purchase by the State in 1973 directly from the Travelers."

(b) The memorandum of an informal Leasing Sub-

committee staff meeting with Governor Meskill on November 4, 1974 contains the following:

"We asked him if he had known that the State could have bought the building? He said 'yes' but only when he told the respective agencies to go back and negotiate again. He said that he didn't remember if anyone with the State explored the possibility to buy the building before this time."*

(c) Finally, a Hartford Courant article of February 27, 1974 says that Governor Meskill, at a news conference the day before, "emphatically denied that there had ever been a sale offer from Travelers." The Courant quoted Governor Meskill as saying, in answer to a question, that "there is no evidence that there ever was an offer" from Travelers to sell the property to the State.**

Conclusion

The foregoing raises at least the following questions concerning Governor Meskill's involvement in the Phoenix transactions: (1) Since Governor Meskill was made aware of the opportunity to buy the Phoenix Building in July, August and early September, 1973, why did he not insist that the State discuss with Travelers purchasing the Phoenix Building directly from Travelers? (2) Why has Governor Meskill stated that he was unaware that the State ever had an opportunity to buy the Phoenix property from Travelers? (3) To what extent was Governor Meskill privy to the negotiations on the Phoenix lease to S & G and therefore in a position to know

* See p. 2 of Meskill's interview, attached as Exhibit 18.

** A copy of the article is attached as Exhibit 19.

whether the rental was excessive? and (4) Did Governor Meskill ever give any information about the State's interest in the Phoenix Building to Bernard Mussman either directly, through Paul Manafort, or otherwise.

II. THE DOWNES AND TOMASSO LEASES

Connecticut's Leasing Procedures

At the time of the Downes and Tomasso leases, established State leasing procedures provided that an agency wishing to lease space first notify the Department of Public Works ("DPW") of its needs in terms of square footage and general geographical area; DPW would then evaluate the need and, if satisfied, would search for a site. The procedure was designed to protect against favoritism. As the Leasing Sub-committee stated in its report:

"The Department of Public Works was intended to be the first to deal with the public, thereby to be able to enter a competitive market area and seek the best available arrangement for the State. Likewise, all prospective landlords were intended to have an equal opportunity to propose space for lease to the State."*

The Downes Lease

The events by which the Frank E. Downes Construction Company leased the Waterford Highway Garage to the State involved not only a clear breach of these procedures but also the intercession on behalf of the lessor by State

* Report of the Sub-committee on Leasing of the Connecticut General Assembly's Joint Committee on Appropriations, dated January 7, 1975, p. 10 (hereinafter "Leasing Report").

Republican Chairman Brian Gaffney, who is Frank E. Downes' nephew.

Governor Meskill, Brian Gaffney, Frank Downes, his son John E. Downes, Department of Transportation ("DOT") Commissioner Earl Wood and Howard Dickinson, the DOT official who gave the Downeses favored treatment, have all refused to be interviewed by us about this transaction. Therefore the following narrative is based upon testimony before the State Leasing Sub-committee and the published Appendix to its Report (hereafter "Leasing Appendix").

According to his testimony before the Leasing Sub-committee by Department of Transportation Commissioner Earl Wood was telephoned sometime in the first half of 1971 by Brian Gaffney, who then was not only Republican State Chairman and a State Representative, but also attorney for the Downes construction firm.* Gaffney told Wood that Frank Downes wanted to invest in a building which could be leased to the State. (At his Leasing Sub-committee Public Hearing testimony on December 3, 1974, Gaffney conceded

* Martindale-Hubbell, 1971-75. Gaffney had also recently interviewed Dickinson for his job. Gaffney State Leasing Sub-committee Public Hearing testimony, December 3, 1974 (Public Hearing testimony is hereinafter cited as "PH").

making the call to Wood. Later in his testimony he characterized such cases as a necessary part of political patronage.)*

According to Wood, shortly after the telephone call from Gaffney, Frank Downes met with Wood at Wood's DOT office. Wood told Downes that DOT needed a highway garage in Waterford. Downes expressed an interest and not long thereafter, at Wood's direction, a DOT Maintenance official named Howard Dickinson who was detailed to Wood went to view the site later leased to the State with Frank Downes' son John E. Downes, and told Downes that the site was a suitable location for the garage. Dickinson told the Sub-committee that this was the first time in forty years of State service that he had been requested by a Commissioner to aid a prospective lessor in the selection of a site.**

* Wood testified that Gaffney had not referred to Frank Downes as his uncle, but only as a "constituent." Gaffney said at the public hearings that he could not recall whether or not he told Wood that Downes was his uncle.

** Frank Downes was never interviewed by the Leasing Sub-committee. According to John E. Downes' testimony, discussions with the State began in a chance encounter between him and Dickinson in 1970. The conflict does not affect the question whether leasing practices were violated.

John E. Downes told the Leasing Sub-committee that he called DPW Commissioner Edward Kozlowski in October, 1971, to say that he was aware of DOT's need for a highway garage and that he had a parcel of land available in Waterford.

Thereafter, on October 27, 1971, Commissioner Wood formally requested space from DPW for a highway garage in Waterford. On November 3, 1971 the Downes Company submitted a detailed lease proposal for a Waterford highway garage, for the site which John E. Downes and Dickinson had previously discussed. Thereafter, the Downes Company obtained an option to purchase the site from its owner.* Downes exercised its option early in 1972 and bought the property. Beginning in late February, Downes did \$30,000 worth of work on the site.** On May 9, 1972 the State issued a letter of commitment to lease from Downes and on May 19, 1972, Downes countersigned the letter.

In September 1973, over a year later, a garage was completed by Downes and a formal lease was executed. The lease provided for an annual rental of \$64,500 for 15 years, totalling \$967,500, and an option by the state to purchase

* See Leasing Appendix, p. 40.

** September 7, 1972 legislative hearing on Downes lease, p. 28.

upon termination of the lease for \$407,000. The total amount invested by the lessor in the land and building was approximately \$400,000. The rental per square foot for this property being paid by the state is \$5.43. The Sub-committee's appraiser said that comparable property rented to a private party would be priced at approximately \$2.50 per square foot. The Sub-committee said in its report that the rent being paid by the state on this facility "can only be described as 'excessive'." It concluded as follows:

"Based on all the testimony received, this sub-committee has drawn the following conclusions with respect to the Waterford Highway Garage Lease: 1) The Downes Construction Company knew at least four and a half months (4- 1/2) before the Department of Transportation requested space from the Department of Public Works that there would be a need for a highway garage in the Waterford area. The lessor was also made aware of the general specifications and requirements of such a facility. 2) Department of Transportation officials viewed this site with the prospective lessor several months before the request for space came into the Department of Public Works. At such time, these State officials gave Mr. John E. Downes a favorable assessment of the land for the construction of a highway garage facility. 3) The Downes Construction Company made a lease proposal to the Department of Public Works without having any legal interest in the land upon which the proposal was based. 4) This advance knowledge on the part of the lessor not only deprived the original landowner, as well as any other citizen, of the opportunity to make a competitive lease proposal, but also severely diminished the Department of Public Works' authority and responsibility to negotiate a fair rental.

5) Our real estate expert noted that this property's rental rate of \$5.43 per square foot is high when compared to local industrial rates of regional public utility garages."*

* Leasing Appendix, pp. 43-44.

The Tomasso Leases

The Riverview Realty Company is a family-owned concern controlled by Angelo Tomasso, Jr., its President.* While Riverview Realty has 110 commercial leases, it never held a State lease until 1972. Currently it has three State leases, with a gross rental of \$410,350 per year: (1) DOT Highway Garage, Winsted (negotiations in 1971-1973; (2) Department of Motor Vehicles ("DMV") Office Building, Winsted, negotiations in 1972-1974; and (3) DOT Office Building, Newington, negotiations in 1973-1974. Each of these leases involved irregularities in leasing procedures. In two of the three, substantial questions exist as to the reasonableness of the rent.

Angelo Tomasso, Jr. is a friend of the Governor and the next door neighbor of former Republican State Chairman Brian Gaffney. Angelo Tomasso, his Comptroller John Lepore, former Department of Motor Vehicles Commissioner Robert Leuba, DOT Commissioner Wood and Howard Dickinson all refused our request for interviews on this transaction. In addition, Tomasso and Lepore refused to honor the Leasing Sub-committee's subpoena for documents relating to these

* Until 1971 Tomasso also owned Angelo Tomasso, Inc., a highway paving firm acquired in that year by Ashland Oil, Inc.

leases. The following narrative is therefore based upon testimony before the State Leasing Sub-committee and its Appendix.

1. DOT Highway Garage, Winsted

In early 1971 the Department of Transportation decided that it needed a highway garage in the Winsted area. Some time in the Spring or Summer of 1971, more than six months before DOT notified DPW of its space requirement, Howard Dickinson of DOT told Angelo Tomasso about the need.* Tomasso and Dickinson were long-time friends.** According to Tomasso, he simply walked into Dickinson's office and inquired about land needs; Dickinson's version was that he approached Tomasso on his own initiative.***

During the Summer of 1971 Dickinson viewed several parcels of land with Tomasso and other Riverview employees, and advised them that one of the sites - the present garage location - was acceptable.****

On October 19, 1971, John Lepore, Riverview's comptroller, made an informal proposal to DPW to consider building a highway garage for DOT in the Winsted area.

* Appendix p. 92; Tomasso PH p. 4.

** Tomasso PH p. 16.

*** Tomasso PH p. 4; Appendix p. 92; Dickinson PH, December 4, 1974 (not transcribed).

**** Tomasso PH T. pp. 4-6; Dickinson PH, December 4, 1974 (not transcribed).

On January 10, 1972, Riverview Realty took an option on the present garage site. Dickinson showed Wood this site sometime in late January or early February, 1972, said it was a site "under the control of the Tomassos", and told Wood it was a good location for a garage.* On March 1, 1972, DOT Commissioner Wood transmitted a request for highway garage space in Winsted to DPW.** On March 24, 1972, Riverview submitted its formal proposal to DPW to build a garage on the land earlier approved by Dickinson and lease it to the State. On July 18, 1972, a commitment letter was signed for a 15-year lease at \$165,000 per annum, or \$5.17 per square foot. The lease was signed on July 23, 1973.

In addition to the procedural irregularities on this lease, the Leasing Sub-committee expressed concern both that the site selected was not suitable because of flooding and that the rental was "high . . . when compared to local industrial rates and regional public utility garages".***

* Wood PH, December 4, 1974 (not transcribed).

** Commissioner Wood told the Leasing Sub-committee that he was unaware of Howard Dickinson's advance contacts with Tomasso on this lease. Ibid.

*** Leasing Appendix p. 96.

Since Tomasso has resisted a Leasing Sub-Committee subpoena for his financial records relating to his State leases, we have no accurate basis for computing his costs on this lease.

The Leasing Sub-committee's conclusions on the Tomasso and Downes Highway garage leases were as follows:

"[Both leases are] subject to the same abuses and . . . should be re-examined by the State for re-evaluation in light of the disclosures uncovered by this sub-committee. In each of the above garages, the State of Connecticut is paying rents that can be only described as 'excessive' In each instance, the landlords were either active politically or closely associated with high-ranking political and State governmental authorities, which positions enabled these individuals to obtain these highly lucrative leases to the exclusion of any competition. In the instances of Waterford and Winsted, the then prospective landlord was aided by the using agency in selecting the ultimate site before the agency had even notified the Department of Public Works of its need for such space. . . . It is the recommendation of the sub-committee that these garage leases be re-examined, renegotiated, and, if necessary, broken on the basis of the improper activities leading to the consummation of such leases, which in several instances could be supported legally due to the improper collusion between the landlord and State officials and employees.*

2. Department of Motor Vehicles Office, Winsted

On October 18, 1972, Robert Leuba, then Commissioner of Motor Vehicles and later counsel to Governor Meskill, sent

* Leasing Report, pp. 23-24.

a memo to the then Deputy DPW Commissioner Paul Manafort stating that DMV's lease on its Torrington branch office was expiring and concluding on the basis of his own analysis of the geographical area that the Riverview property in Winsted then being developed for a highway garage might also be "very suitable" for a DMV office.*

Subsequently, Riverview and five others made offers to DPW to provide new space for DMV's office. Four of the five proposers other than Riverview advised the Leasing Sub-committee that they were never contacted by DPW after they submitted proposals.**

DPW recommended Riverview's proposal for the lease on February 13, 1974, and a commitment letter was signed on February 28, 1974, providing for a 20-year lease at an annual rent of \$41,650.

The Leasing Sub-committee's expert concluded that the rental for the DMV office was reasonable. However, the Sub-committee raised two questions about the selection of the Riverview site for a DMV office: (1) Unlike Torrington, the populous area in which the old office was located, Winsted

* On February 18, 1975, Mr. Leuba told us that he had not yet decided whether to consent to our request for an interview. Since then, he has failed to respond to many telephone calls.

** Leasing Sub-committee Interviews: Anthony A. Ficca, September 9, 1974; Ernest Marola, August 16, 1974; Rocco T. Lauretti, July 31, 1974; Allan R. Borghesi, August 8, 1974.

is a "country location";* (2) as indicated in the discussion of the Winsted highway garage, above, the site is subject to flooding.** Again, since Tomasso and his comptroller John Lepore have refused to produce any records or be interviewed, we have no information as to Tomasso's costs on this lease.

3. DOT Office Building, 160 Pascone Place, Newington

In Late 1972, after much discussion within his agency, DOT Commissioner Wood concluded that his agency needed to consolidate several offices into a new building.*** Wood discussed this need with Howard Dickinson.**** Several weeks later Riverview's comptroller, John Lepore, asked Dickinson to look at a warehouse in Newington, the site later selected. Dickinson did so, and shortly thereafter showed the building to Commissioner Wood.*****

* Leasing Appendix p. 91.

** Leasing Appendix p. 91

*** Leasing Sub-committee interview, A. Earl Wood, November 7, 1974 p. 8; Leasing Appendix pp. 83-84.

**** Ibid.

***** According to both Dickinson and Lepore, Dickinson had not tipped Lepore off as to DOT's need. Lepore said he heard about it in early 1972 in general conversation at DPW.

Subsequently, on January 25, 1973 Riverview Realty took an option on the Newington site. On February 20, 1973, DOT requested from DPW 40,000 square feet of office space. On March 26, 1973, Riverview made an offer to DPW for 42,000 square feet of renovated office space at the Newington side.

On April 12, 1973 DPW Commissioner Manafort wrote to DOT Commissioner Wood asking Wood to consider the Tomasso property.* The Leasing Sub-committee found this request "highly unusual."**

Two other proposals were made for the DOT office building at square footage rates less than Tomasso's original proposal.*** However, according to Commissioner Wood, he never knew of the existence of these proposals.****

* Memo April 12, 1973, Manafort to Wood.

** Leasing Appendix p. 84.

*** Letter, April 4, 1973, DeMatteo Construction Co. to O'Marra; new office building at 5.12 per sq. ft.
 Letter, April 21, 1973, Walter B. Spencer to O'Marra; renovated office building at 5.50 per sq. ft.
 Letter, March 26, 1973, Riverview Realty by Lepore to O'Marra; renovated warehouse at 5.54 per sq. ft.

**** Wood Leasing Sub-committee Interview November 7, 1974 p. 10.

On June 25, 1973, Deputy Commissioner of Finance and Control Gerald McCann approved Tomasso's lease proposal. DPW Commissioner Manafort signed a commitment letter for the lease on June 25, 1973 and Riverview countersigned on June 26th. DOT Commissioner Wood did not approve the lease for his agency until June 26th after Manafort issued the commitment letter. On July 1, 1973 a new law went into effect requiring a 60-day advertising period on all state leases.* In the Appendix to its Report, the Leasing Sub-committee expressed concern that the Tomasso lease had been rushed through to avoid the need for compliance with the new statute.**

Riverview's renovated warehouse in Newington was leased to the State on May 17, 1974, for 20 years at an annual rental of \$203,700. The Leasing Sub-committee apparently reached no conclusion on the reasonableness of the rental, for lack of any comparable rental properties in the area.*** On account of Riverview's refusal to comply with its subpoena, the Sub-committee was also unable to make any complete computation of Riverview's costs on this transaction. However, it

* In his testimony before this Committee last January, at pp. 235-236, Governor Meskill impliedly took credit for this remedial legislation. The bill was sponsored by several Democratic legislators and, so far as we understand, Governor Meskill in no way placed the weight of his office behind its passage. We believe that his only involvement was to sign this Act when it came to his desk.

** Leasing Appendix, pp. 86-87.

*** Leasing Appendix, p. 87.

found that Tomasso had "greatly overstated" his renovation costs.* Its complete conclusions on this lease were as follows:

"Preliminary evidence indicates that the renovation cost estimates for 160 Pascone Place, Newington, submitted by the landlord were grossly over-stated and that the rental cost was primarily determined by such estimates. Whereas the landlord estimated his renovations at approximately Thirty Dollars a square foot, those costs should more properly have been between Fifteen to Twenty Dollars per square foot. It is recommended that this lease be renegotiated and a rental value established which more properly reflects the real value of the facility and that if such a renegotiation is not successful that the State terminate the lease based upon the prior collusion between the landlord and employees of the Department of Transportation before the Department had even officially requested such space and even before the landlord had any legal interest in the property, either in the form of ownership or option to purchase. If the site is desirable and renegotiation unsuccessful then the State should consider exercising its condemnation powers in light of the cost estimates obtained by the committee. A special study of this property by the subcommittee comes to the conclusion that the total capital expenditure for the premises should not have exceeded 1.2 million dollars rather than the 1.6 million dollars claimed by the landlord. Had the State purchased the property and renovated it, its annual cost for amortization would have been approximately \$105,000.00 or approximately \$99,000.00 less per year than the rental presently being paid. This would amount to a savings of approximately \$2,000,000.00 over the twenty year term of the lease, in addition to which, the State would not be subject to the \$1,104,000.00 option price as provided in the lease at the end of said period to acquire outright ownership." **

* Leasing Appendix, p. 88.

** Leasing Report, pp. 25-26.

III. Governor Meskill's Knowledge and Responsibility

The following factors are particularly relevant to the question whether Governor Meskill was aware of and condoned these abuses in the Downes and Tomasso leases:*

(1) Governor Meskill's relationships with the Downeses, Angelo Tomasso and Brian Gaffney.

Governor Meskill grew up in New Britain, Connecticut, a city of 85,000, and was its Mayor from 1962-64. After he became Governor a group of his New Britain friends became influential in state government. Brian Gaffney, an aide of Governor Meskill from his days as Mayor of New Britain, became State Chairman of the Republican Party. Paul Manafort, himself a former New Britain Mayor, became Deputy Commissioner and then Commissioner of Public Works, the officer charged with responsibility in all state leases. Adolf Carlson, also of New Britain, became first Governor Meskill's Campaign Treasurer and then Commissioner of the Department of Finance and Control. Frank Downes and Angelo Tomasso, also long time New Britain residents, became the holders of lucrative leases to the state. Bernard Mussman, a New Britain realtor, became active in a number of state leases.

* Governor Meskill told the Sub-committee in an informal interview on December 13, 1974 that he never discussed the Downes or Tomasso leases with anyone before they were executed.

Some specific illustrations of Governor Meskill's relationship with Gaffney, the Downses and Angelo Tomasso are as follows:

(a) Governor Meskill and the Downses. Governor Meskill was an associate of John F. Downes (Frank Downes' brother, who acted as attorney for Downes Construction in the purchase of the property leased to the state for the Waterford Highway garage) in law practice in New Britain from 1956-1960. Governor Meskill also twice appointed Downes to the State Special Revenue Commission.

(b) Governor Meskill and Brian Gaffney. Gaffney has served as campaign manager and aide to Meskill on various occasions over the years. Gaffney himself was associated with John F. Downes in law practice from 1961 to 1970 and from 1971-1974 represented the Downes Construction firm in his private law practice.* In 1974, Governor Meskill nominated and then appointed Gaffney to a Superior Court judgeship, despite the fact that the Connecticut Bar Association had found Gaffney unfit to sit on that Court.**

* Martindale-Hubbell, 1961-75.

** Early in 1975, after Governor Grasso asked the Bar Association to re-evaluate all interim appointments, the Bar Association again found Gaffney unqualified for the Superior Court, and he resigned his position.

(c) Governor Meskill and Angelo Tomasso. Angelo Tomasso was a guest in Governor Meskill's official box at the 1971 inaugural ball. Tomasso and Gaffney are neighbors. Tomasso was reportedly a large contributor to Governor Meskill in the 1970 campaign,* although we have not been able to verify this.

While we do not know whether mere friendship with these people put the Governor on notice as to their leasing deals with the State or resulted in Downes and Tomasso receiving favored treatment, it seems obvious that the existence of the close pre-existing ties detailed above requires further investigation by the Committee to determine exactly what the Governor knew or should have known about State leases held by his friends.

(2) The State Leasing Committee Testimony of State Senator George Gunther.

According to sworn testimony given by Republican State Senator George Gunther at the Leasing Sub-committee's public hearings,** Gunther received an anonymous telephone call in mid-April of 1972, providing him with a "complete detailed breakdown" of figures concerning the Downes lease and urging him to take some action against the lease. Shortly

* See, e.g., Hartford Times, December 4, 1974.

** Senator Gunther gave the same account to our representatives in an interview on February 7, 1975.

thereafter, Gunther, who had long been concerned about State leasing practices, showed the figures to Brian Gaffney. Gaffney confirmed that his uncle was applying for the lease and that Gunther's figures were accurate.* Gunther asked Gaffney to "stop the signing of these leases or at least go after this thing." Gaffney replied, "Well, this is the way that we do things,"** but ended by saying that he would look into the lease.***

About May 10, 1972, according to Gunther, Gaffney called him to ask what Gunther "was going to do about the leases." Gunther replied that if he did not "see those kind of leases stopped" he would "go to the public." Gaffney said he could take no action against the lease because he was "committed."****

Within a day or so of his conversation with Gaffney, Gunther asked Governor Meskill's legislative liaison, John Doyle, for an appointment with Governor Meskill so that he could "go over this lease himself and see whether we could get something from the Governor or find out what his attitude was on it."*****

* Gunther testimony, pp. 1-3.

** Gunther testimony, p. 2.

*** Gunther testimony, p. 4.

**** Gunther testimony, p. 6.

***** Gunther testimony, p. 8.

Over the next "week to ten days," Gunther repeated his request to Doyle until, on "about [May] 18th or 19th" Gunther saw Doyle again and said:

"John, I've wanted to get in and see the Governor and if I don't hear from him . . . and if I don't hear from him pretty damn quick . . . I'm going to the public and I'm going to the press and I'm going to lay out the whole damn thing on the Downes lease."*

That same morning Doyle made an appointment for Gunther to meet the Governor on May 23, 1972.

Gunther met with Governor Meskill in the Governor's office on the morning of May 23, 1972.** When Gunther complained about the Downes lease, Governor Meskill asked what Gunther planned to do "if we continue to process the lease." Gunther said, "Very frankly I'm going to go to the public and I'm going to go to the press and I'm going to lay it right out on the deck." Governor Meskill replied, "What are you going to do . . . the Democrats' dirty work?" Before Gunther left, Governor Meskill said that he "would look into the lease."***

* Gunther testimony, p. 9.

** Gunther has his desk calendar for 1972, showing the appointment. See Gunther testimony p. 10.

*** Gunther testimony, p. 13. In his testimony before the Senate Judiciary Committee on January 23, 1975, John Doyle said that Gunther had testified before the State Leasing Sub-committee that he did not specifically mention the Downes lease by name in his meeting with Governor Meskill on May 23. Doyle is wrong. See Gunther testimony, p. 13.

When Gunther found out several days later that the Downes lease was not being held up, he prepared the June 1, 1972 letter to Governor Meskill which we will discuss below.

Governor Meskill's version of these events conflicts sharply with Senator Gunther's. After Senator Gunther testified as summarized above at the December 13, 1974 Leasing Sub-committee hearing, Governor Meskill invited the Sub-committee staff to his office to comment on Senator Gunther's testimony. Governor Meskill told the staff that he recalled meeting Gunther on May 23, 1972:

"He told us that he recalled the meeting as being one of the strangest that he had ever had. He said that Senator Gunther came to his office very upset declaring that there was a problem in the Governor's administration. Governor Meskill went on to say that Senator Gunther declined to name the departments involved in this matter nor any of the individuals, whereupon the Governor said to the Senator, 'If you don't tell me what's wrong what can I do about it?' The Governor said at this point the Senator just left his office. Governor Meskill denied Senator Gunther's version of their May 23rd meeting and asserted that there was no mention of the Downes Lease or any other lease."*

Statements by Governor Meskill's aide, John Doyle, in a recorded interview with a Sub-committee staff member on December 16, 1974, appear to lend more support to Senator Gunther's version than to Governor Meskill's. Doyle says

* Leasing Appendix, p. 47.

that Gunther "might very well have" complained to him in May, 1973 about the Downes lease and Gaffney's involvement in it. Doyle's answers on the question of his discussion with Senator Gunther about setting up a meeting with the Governor were as follows:

ALTSCHULER: All right. Again, when Gunther . . . and I don't think that we're disputing, the fact that Gunther probably talked to you about this. It's a question of what he said.

DOYLE: Yes.

ALTSCHULER: Did he make it clear that it was at least in general terms about a lease? Or could he have made a ? [sic.].

DOYLE: Yes, sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably said that . . . and this is bad because I'm hypothesizing and I really don't know . . . but he might have said something like "John, that Gaffney is at it again. He's doing something here with a lease and, boy, it stinks." And that would have been the sum and soul . . . the substance of what he told me.

ALTSCHULER: All right. Could he have also indicated that the lease had something to do with a relation of Gaffney?

DOYLE: He might very well have said that Mr. Downes was related . . . was Brian [sic] uncle or whatever it is.

ALTSCHULER: Okay.

DOYLE: He might very well have.

It is difficult enough to believe Governor Meskill's statement that a state legislator made an appointment with him, announced to him that there was a "problem" and then declined to say what the problem was. If in fact Senator Gunther had already told the Governor's aide why he wanted to see the Governor, it became even less credible that Gunther would have suddenly lost his tongue when he met with the Governor.*

The Meskill-Gunther conflict raises an obvious question as to Governor Meskill's candor, and we urge that this committee attempt to determine who is telling the truth.

* Senator Gunther and Governor Meskill were not strangers. In 1971, Gunther, a Republican, had acted as Senate liaison with Governor Meskill and had often met with him. As further relevance to the Gunther-Meskill conflict, a Hartford acquaintance of Senator Gunther named Evan Kochey told us that Gunther told her, probably on May 24, 1972, that he had been to see Governor Meskill to tell him about a lease involving Gaffney's uncle, and that the Governor had asked Gunther whether he was trying to do the Democrats' "dirty work." On the other hand, a former Meskill aide named Colin Pease told us that right after his meeting with Gunther on May 23 Governor Meskill told Pease that Gunther had said something was wrong with one of the State Commissioners which had to be stopped, but refused to name the Commissioner or say what was wrong.

(3) Senator Gunther's Letter to Governor Meskill
dated June 1, 1972.

Whichever version of the May 23rd meeting is correct there is no question whatsoever that Governor Meskill was made aware of Senator Gunther's complaint about both the Downes lease and State leasing practices in general a week later. On June 1, 1972, Senator Gunther wrote a letter (a copy of which is annexed to this report as Exhibit 20), to Governor Meskill specifically describing the Downes lease and stating:

"If my mathematics is correct the State of Conn. could end up paying \$967,500.00 for this lease over the next 15 years and at that time elect to purchase the building for \$408,000 or continue to lease at \$42,000 per year. This is a potential outlay of \$1,375,500.00 of taxpayers money. I feel that this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

It is my understanding that this lease is in the final stages of approval and I ask you to take what steps are necessary to stop this contract. In addition, I feel a complete review of any other pending leases, of this nature, be reviewed and a new sensible policy, including opening these leases up to public bid, should be initiated by the Public Works Dept. on any state building need."

Thus it is apparently undisputed that on June 1, 1972, Governor Meskill knew the State was entering into an allegedly excessive lease with the Downses, men who were his own friends and the State Republican Chairman's close relatives. It appears also to be undisputed that Governor Meskill never took any action to review the Downes lease or any other lease as a result of this letter.

In a letter to the Leasing Sub-committee dated December 13, 1974, Governor Meskill made the following statement:

"While my recollection of what occurred and what was said at the [May we] meeting differs from [Sen. Gunther's], it is clear from Sen. Gunther's testimony and the records of the State of Connecticut that the meeting took place 4 days after the contract for the Downes lease was finalized."* (Emphasis added.)

In the same vein, the Leasing Sub-committee reports Governor Meskill telling its staff:

"That since a letter of commitment was signed and countersigned by May 19, 1972, he felt he was not in a legal position to stop this lease after this date since he considered such a document to be binding on the parties involved."**

* Attached as Exhibit 21.

** Appendix to Report, pp. 48-49.

We seriously question this explanation. First, the law seems clear that the signing of a commitment to enter into a lease would not make the state liable for the prospective lessor's profits, and would subject the State, at the most, to liability for damages suffered by the prospective lessor in reliance on the State's commitment.* Since Governor Meskill was aware of the allegations about the Downes lease only eleven days after the commitment was signed at the latest, the State's liability, had it then determined not to go forward with the lease would have been minimal at most.

Second, we have been told by Meskill's Attorney General Robert Killian that the Governor never requested an opinion from the Attorney General's Office as to whether the State was bound in any way by the Downes commitment letter of May 19, 1972.** Nor did he request any guidance, legal or otherwise, from DPW.*** Since Governor Meskill knew enough in early 1974 to ask Mr. Killian for an opinion on whether the partially signed Phoenix lease was binding

* See Attorney General Killian's opinion letter to the Governor dated February 22, 1974 on the Phoenix lease, attached as Exhibit 16.

** We interviewed Lt. Governor Killian on February 19, 1975.

*** Our interviews with Edward Kozlowski, former DPW Commissioner, and Edwin Roscoe, Director of Property Management at DPW, both on February 20, 1975.

(see above, p. 27), he presumably was aware in 1972 that he could have asked for such an opinion on the Downes lease. The fact that he did not ask for an opinion suggests that his reasons for not reviewing the Downes lease after June 1, 1972 had nothing to do with a belief that it was, as a matter of law, too late for him to stop the lease.

(4) The September, 1972 Hearings on the Downes Lease.

On September 7, 1972, a committee of the State legislature held public hearings on the procedures followed in the Downes lease, taking testimony from John E. Downes and DPW Commissioner Kozlowski among others. The Downes lease was not actually signed until September 17, 1973. Governor Meskill took no action against leasing abuses on the basis of the 1972 public hearing.

(5) Complaints to Governor Meskill about the Tomasso Newington Lease.

Tomasso's Newington office building lease with the State was signed on May 17, 1974. On April 25 and 26, 1974, Channel 3 in Hartford broadcast an editorial against the lease. A copy is annexed as Exhibit 22. We understand

from former Attorney General Killian that in early May 1974, he wrote to Governor Meskill complaining about the lease. We have not been able to verify the existence of this letter or of any response by Governor Meskill because the files are privileged.

Since it appears undisputed that Governor Meskill never took any action with respect to any of the Tomasso leases, this Committee should obtain the Killian correspondence as a basis for further questioning of Governor Meskill.

CONCLUSION

The facts set forth in this report raise questions as to Governor Meskill's knowledge and conduct relating to state leasing abuses which demand answer, and we urge that this Committee cannot properly pass on Governor Meskill's fitness for high judicial office without itself investigating the facts by calling witnesses under oath and compelling the production of relevant documents.

Respectfully Submitted,

Joint Sub-committee of the
Standing Committee on the
Federal Judiciary of the
American Bar Association and
the Committee on the Judiciary
of the Association of the Bar
of the City of New York

s/ Leslie H. Arps
Leslie H. Arps

s/ Sheldon Elsen
Sheldon Elsen

s/ Bernard Nussbaum
Bernard Nussbaum

Edward M. Shaw
Joan Secofsky
William Pollard

Of Counsel

LIST OF PEOPLE CONTACTED FOR MESKILL INVESTIGATION

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Disposition</u>
Ahrens, Dr. Lawrence	Meskill Partner	2/27/75	Telephone conversation
Ajello, Carl	Current Attorney General	2/7/75, 2/26/75	Personal interview
Banks, Arthur	President GHCC	2/15/75	Declined to be interviewed
Battestoni, David	Realtor	2/19/75	Personal interview
Biggs, Bradly	Deputy Commissioner	2/26/75	Personal interview
Carlson, Adolph	Commissioner Finance and Control	2/19/75	Declined to be interviewed
Charles, Searle	Exec. Dir. Bd. Trustees Regional Community Colleges		Personal interview
Davidson, Laurence	Meskill Partner	2/18/75	Declined to be interviewed
Dickinson, Howard	DOT Highway Employee	2/14/75	Declined to be interviewed
Downes, John F.	Attorney	2/19/75	Declined to be interviewed
Downes, Frank	Realtor	2/18/75	Declined to be interviewed
Downes, John E.	Realtor	2/18/75	Declined to be interviewed
Doyle, John	Meskill Aide	2/25/75	Declined to be interviewed
Edgerton, Robert	Stratford, Connecticut Town Chairman	2/14/75	Declined to be interviewed

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Disposition</u>
Gaffney, Brian	GOP State Chairman	2/20/75	Declined to be interviewed
Gampel, Harry	Realtor	2/20/75 2/26/75	Personal interview Telephone conversation
Gottlieb, Seymour	Meskill Partner	2/20/75	Telephone conversation
Gruppo, John	State Representative	2/7/75	Personal interview
Gunther, George	State GOP Senator	several contacts	Personal interviews and telephone conversations
Homichi, Harry	DPW Leasing Agent	2/24/75	Personal interview
Kelsey, Joseph	DOT Employee	2/19/75	Telephone conversation
Killian, Robert	Former Attorney General Current Lieutenant Governor	2/19/75	Personal interview
Kochev, Evon	Common Cause	2/20/75	Telephone conversation
Kozlowski, Edward	Commissioner DPW, DMV	2/18/75	Personal interview
Leuba, Robert	Counsel to Governor Meskill Former Commissioner of Motor Vehicles	2/18/75	Declined to be interviewed
Manafort, Paul	Commissioner DPW		Declined to be interviewed
Mannix, John	State Representative	2/7/75	Personal interview
McCann, Gerald	Deputy Commissioner Finance and Control	2/18/75	Personal interview

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Disposition</u>
Milliard, A. J.	DOT Chief of Maintenance	2/21/75	Personal interview
Mizak, Charles	Leasing Agent DPW	2/20/75	Personal interview
Montgomery, T. J.	V.P. Travelers	2/25/75	Telephone conversation
Mussman, Bernard	Realtor Meskill Partner	2/13/75	Personal interview
O'Marra, Thomas	Chief of Leasing, DPW	2/21/75	Declined to be interviewed
Pease, Colin	Meskill aide	2/20/75	Personal interview
Phillips, C. Perrie	Commissioner, Personnel	2/25/75	Telephone interview
Potter, Moses L.	Educator	2/25/75	Telephone conversation
Roscoe, Edwin	Director, Property Management	2/20/75	Personal interview
Schaefer, Allan	Realtor	2/24/75	Personal interview
Smith, Stuart	Meskill aide	2/20/75 2/25/75	Personal interview Personal interview
Stern, Laurence	Realtor J. Watson Beach	2/21/75	Telephone conversation
Stewart, James	V.P. Travelers	2/19/75	Personal interview
Wade, William	Special Revenue Chief	2/21/75	Personal interview
Zaniewski, Chester	Former Leasing Chief, DPW	2/25/75	Personal interview

THOMAS J. MESKILL
18 HIGH HILL ROAD
BLOOMFIELD, CONNECTICUT 06002

February 10, 1975

Attorney Lawrence E. Walsh
President-Elect
American Bar Association
One Chase Manhattan Plaza
New York, New York 10005

Dear Mr. Walsh:

I acknowledge receipt of your letter of February 3, 1975, requesting that I appear before a committee representing the ABA and the New York City Bar Association in connection with my qualifications for appointment to the United States Court of Appeals for the Second Circuit.

As you know, the President, acting upon the recommendation of the Department of Justice, has nominated me for the Court of Appeals. The confirmation of my nomination is pending before the Senate. A Subcommittee of the Senate Judiciary Committee has held hearings on my nomination and I have testified before that Subcommittee.

Relying upon what I believe to be sound advice, I think it would be inappropriate, while my nomination is pending sub judice before the Senate Judiciary Committee, for me to appear before representatives of any body other than the Senate Judiciary Committee in connection with the matter of my confirmation, over which the Senate has exclusive jurisdiction.

For this reason, I must decline your request and I am so informing the Chairman of the Senate Judiciary Committee, Honorable James O. Eastland, by sending him a copy of this letter, together with a copy of your letter of February 3, 1975.

As of course you know, the matter of the leasing policies of the State of Connecticut has been the subject of an extensive investigation by a joint committee of the Connecticut Legislature which has furnished its report to the Senate Judiciary Committee. I have volunteered to answer under oath any questions regarding this or any other matter that the Senate Judiciary Committee wishes to ask me.

Finally, it is a matter of record that I have responded fully over a period of nearly a year to all inquiries made of me by the ABA pursuant to the functions entrusted to it by the Department of Justice in connection with judicial nominations. The reasons for my declining, based on sound

EXHIBIT 2

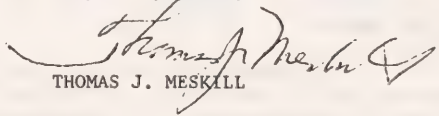
Attorney Lawrence E. Walsh

-2-

February 10, 1975

advice, to submit to interviews by various local bar associations, including the New York City Bar Association, were stated by me in my testimony before the Subcommittee of the Senate Judiciary Committee on September 17, 1974 (See Page 40, 41 of transcript). Those reasons I believe are equally compelling today, now that the Subcommittee has held three days of hearings and has under consideration the confirmation of my nomination.

Very truly yours,



THOMAS J. MESKILL

TJM/as

cc: Honorable James O. Eastland

EXHIBIT 2

MURTHA, CULLINA, RICHTER AND PINNEY

UNITED BANK & TRUST COMPANY BUILDING

P. O. BOX 3197

101 PEARL STREET

HARTFORD, CONNECTICUT 06103

TELEPHONE
(803) 849-4800GUST H. ANDERSON
HUGH S. CAMPBELL
COUNSELJOHN B. MURTHA
WILLIAM M. CULLINA
DONALD P. RICHTER
SIDNEY D. PINNEY, JR.
J. READ MURPHY
JAMES B. LYON
JOHN J. MCGRATH
BRANDON J. HICKET
GEOFFREY W. NELSON
JOHN C. YAVIS, JR.
JOHN E. BILLMAN
ARTHUR B. LOCKE
JAMES S. LEVENSON
LEWIS SEGAL
DAVID C. ANDERSON
VILLARD F. PINNEY, JR.
TIMOTHY L. LARGAYPETER G. GILLIN
PETER L. TRUEBNER
HUGH P. MCGEE, JR.
JOHN M. OLEYER
VILLIAM E. KELLY
REGORY B. ONEGLIA
RUSSELL H. FAIRBANKS, JR.
FRANCIS J. BRADY
STEVEN D. PIERCE

February 7, 1975

Lawrence E. Walsh, Esq.
One Chase Manhattan Plaza
New York, New York 10005

Re: Angelo Tomasso, Jr. and John J. Lepore

Dear Mr. Walsh:

As counsel for Messrs. Tomasso and Lepore, I wish to acknowledge receipt of your letter of February 3, 1975 on the letterhead of the American Bar Association.

There is presently pending in Superior Court for Hartford County an action instituted by this firm on behalf of Angelo Tomasso, Jr. and Riverview Realty, Inc. in which the members of the Joint Committee on Appropriations of the Connecticut General Assembly are parties defendant. Involved in the action are the matters which are the subject of your letter and, in my opinion, it would be inappropriate for Messrs. Tomasso and Lepore to comply with your request while this action is pending. Furthermore, as I am sure you are aware, the proceedings of the Sub-Committee on Leasing of the Joint Committee on Appropriations are available to your Committee and the transcript of those proceedings will disclose that Messrs. Tomasso and Lepore were questioned at length at the Sub-Committee hearings. The transcript of the testimony, which was taken under oath, will clearly demonstrate that they neither sought, nor was any improper political influence used, in negotiating the leases between Riverview Realty, Inc. and the State of Connecticut. Accordingly, Messrs. Tomasso and Lepore respectfully decline to participate in the investigation of your Committee.

Without expressing an opinion as to Governor Meskill's qualifications to be a Judge of the United States Court of

EXHIBIT 3

MURTHA, CULLINA, RICHTER AND PINNEY

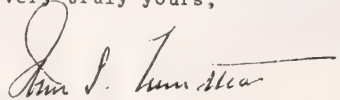
Lawrence E. Walsh, Esq.

- 2 -

February 7, 1975

Appeals, I believe that the investigation of the State of Connecticut's leasing practices by the Sub-Committee on Leasing is being misused in the inquiry into Governor Meskill's judicial qualifications.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John S. Murtha", with a long horizontal flourish extending to the right.

John S. Murtha

EXHIBIT 3

A. EARL WOOD
16 BROADVIEW STREET
NEWINGTON, CONNECTICUT 06111

February 5, 1975

Lawrence E. Walsh, Esq.
American Bar Association
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

This will acknowledge receipt of your letter of February 3, 1975 relative to an investigation by the Bar Association into the awareness of leasing practices in Connecticut by former Governor Thomas Meskill during his term as Governor.

At no time did I have any contact with the Governor about leases or rentals for state government purposes, orally or in writing, directly or indirectly.

As Commissioner of Transportation, I lacked statutory authority to negotiate leases or rentals.

Since there has never been any contact between the Governor and me concerning such matters, there is nothing factual I can relate to you.

I retired from office in July, 1973, and did not take any letters, records or similar material with me - hence I have nothing you can examine.

EXHIBIT 3

A. EARL WOOD
16 BROADVIEW STREET
NEWINGTON, CONNECTICUT 06111

(2)

As to financial transactions, the only remuneration received by me at any time was limited to salary and reimbursement of previously authorized expenses for travel, etc.

Since I was not involved in negotiating said leases — and inasmuch as I did not have any contact with the Governor relative to leases or rentals, there is nothing I can be responsive to at the interview you desire to arrange with me.

I have testified before the Legislative Committee convened to examine the facts relative to what I know about the Downes and Tomasso cases. I answered every question completely, under oath.

In the light of my lack of knowledge about the matters specifically being investigated by you, I feel that it would serve no useful purpose to be interviewed again, simply to restate what is hereinabove written.

A. Earl Wood

EXHIBIT 3

Two Rock Spring Road
Stamford, Connecticut 06906
February 14, 1975

Mr. Lawrence E. Walsh
American Bar Association
One Chase Manhattan Plaza
New York, New York 10005

Dear Mr. Walsh:

In response to your letter of February 3, 1975 I must say that it appears to me that having gone on record in opposition to Governor Meskill's appointment you now are casting about for reasons to further delay his confirmation by the United States Senate. Be that as it may, however, you did discuss four points in your letter and I will respond to them.

Other than my occasional reading of newspaper articles I have no knowledge, records, or correspondence regarding any State lease or purchase of either the Phoenix Building or any properties or buildings owned by Messrs. Downes or Tomasso. I likewise have no knowledge of any business transaction between Governor Meskill, his agents, or employees, and any of the persons listed in your question number 4. I personally do not now have, nor have I ever had, any financial dealings either with the Governor or with any other person referred to in your letter. As you no doubt are aware I was a member of the Governor's Office Staff from January of 1971 through September of 1973.

On a matter you did not specifically mention in your letter I do not recall receiving the details of the Downes' lease from Senator George Gunther in 1972, nor do I remember scheduling a meeting on this matter between the Senator and Governor Meskill. As I told a staff member of the Connecticut General Assembly's Leasing Subcommittee, and the Subcommittee of the U. S. Senate Judiciary Committee, I do not dispute Senator Gunther's claim that such a meeting took place, I simply have no recollection or records regarding such a meeting. However, since Senator Gunther made many generalized complaints, particularly concerning Mr. Gaffney, I think it very unlikely that the Senator would have detailed any concern about Mr. Gaffney, either to me or to Governor Meskill.

The above both answers all the points raised in your letter and summarizes my comments before the Leasing Subcommittee, and thus, particularly since this matter is before the U. S. Senate, which is governed by rules of fairness and objectivity, no meeting with your joint committee will be necessary.

EXHIBIT 3

Mr. Lawrence E. Walsh

-2-

February 14, 1975

I continue, of course, to stand ready to answer any questions which may be asked of me by the U. S. Senate Judiciary Committee.

Sincerely yours,

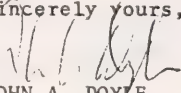

JOHN A. DOYLE

EXHIBIT 3

We would appreciate the following information:

Mr. Howard Dickinson
60 Griswold Road
Wethersfield, Conn.

1. Phone Number () 529-0700
2. Preferred Date, Time *(1) I have no records*
and Place for Meeting *(2) I have added nothing to*
statements made at hearing
- (3) *I believe former Governor Thomas M. Hall*
should be approved for United States
Court of Appeals

Howard Dickinson

EXHIBIT 3

July 17, 1973

The Honorable Thomas J. Meskill
 Governor
 State Capitol
 Hartford, Connecticut 06115

Dear Governor Meskill:

The Board of Trustees voted at its July 16th meeting to have a representative group of the total membership of the Board meet with you as soon as possible. The purpose of this proposed meeting would be threefold: First, to explore the possibility of purchasing the Phoenix Building for Greater Hartford Community College, with the understanding that for a time part of the space could be used by other State agencies. We understand the purchase price may be considerably less than it was a few years ago. Second, to explore means to move rapidly to purchase or lease space for Assnuntuck Community College. Third, to review with you the points raised by the Commission on Institutions of Higher Education of the New England Association of Schools and Colleges in considering future accreditation action for the Community Colleges. We had anticipated visits to four of the Community Colleges in 1973-74 for the purpose of full accreditation. We would like to make certain all goes well and the visits occur on schedule. Not to have this occur would be a needless injustice to our students and to the citizens of Connecticut.

The Board members selected to meet with you are Mrs. Dorothy McIlulty, Mr. Roger Bagley, Mrs. Beryl Strout, and Mr. Vincent Scamorrino. If you will have a member of your staff let Dr. Searle Charles, Executive Director, know when these members may meet with you, he will contact them. Of course, feel free to make arrangements directly with them and Dr. Charles

Sincerely,

Henry E. Fagan
 Chairman

HEF/js

EXHIBIT 4

*Connecticut
Community
Colleges*

*1280 Asylum Avenue
Hartford 06105 232-4817*

MEMORANDUM

TO: Paul J. Manafort, Commissioner
FROM: Searle F. Charles, Executive Director
RE: Comments on Your Memo of August 7, 1973

DATE: August 13, 1973

Reference to objective analysis is different from setting criteria to be used as guidelines in determining a location for a college and the type of facilities needed at that location. The Board has had criteria established for several years. What Paragraph 2 of my July 26th memo refers to is using the criteria to make an objective analysis of the role and function of each college in its region, not only in connection with the established criteria for location, but giving specific consideration to particular land or property costs. In other words, it means determining how well a particular site or building fits the criteria. This needs to be done with each new possibility suggested as a facility or site for a Community College. This, then, is a rather continuous process across the state as your agency and ours explore possibilities for sites and facilities. The criteria and the functions of a Community College are constant factors, of course; but how well each new possibility fits the criteria is not:

Early in its history, the Board of Trustees determined the role and function of a Community College. In 1971, it consolidated this into a single statement (See attached.).

What has not occurred as yet in some instances is the reaching of an understanding with your staff and that of Finance & Control as to what this means in regard to certain decisions. Seldom does a site or a building meet well all preferred criteria for location of a Community College. Therefore, of the possibilities available, we all must determine if a site or a building is at all suitable; that is, can it receive consideration. Even though poor in one or two criteria, it may rank high in another two or three criteria. In some regions no site, for example, might rate well as to land costs. It might rate well on all the other criteria, and therefore, if the land cost was a fair one for that area, it might prove advisable to secure that site.

Paragraph 2 of that memo also says we need to analyze with you and your staff each particular set of facts for each college and to agree on a line of action in the development of facilities, using the criteria already established and the role and function of Community Colleges as guidelines.

In regard to a priority list (In particular, Greater Hartford Community College), may I point out we are asked for priority lists at various times, and in most instances are not asked to sort out major items from minor items. Further, on

EXHIBIT 5

COMMISSIONER MANAFORT

- 2 -

August 13, 1973

occasion we have been asked for a priority listing when we knew no particular facility was a possibility for a college, and the question posed was not which college had the most crucial situation, but what should be accomplished in the next three months? For example, any time we were asked for a priority listing between November 1, 1972, and July 1, 1973, Greater Hartford Community College would not be listed as Priority 1, 2 or even 3 because we were aware of the negotiations underway about the college; therefore, nothing more could be done for the moment, and priority action for our Board or your staff involved other colleges until those negotiations were completed. It was fully understood, I believe, we wouldn't refurbish Sequassen Street or lease RPI or purchase a building while those negotiations with Travelers were occurring.

If you asked us for a priority listing, with the same definition of priority, at several different times over a year, I believe our priorities would be fairly constant. When you are dealing with such acute situations as South Central, Greater Hartford and Asnuntuck Community Colleges, for example, it is immaterial which is given first, second or third priority because they all merit immediate attention.

It must be realized also that when certain recommendations of the Board of Trustees do not become a reality, this changes the priority listing.

I fail to see the meaning of your comment about the Seamless Rubber proposal. Our Board had previously explored the Rifle Range site and had been forced to conclude it was not available, plus it rated low on some of the key criteria set by the Commission for Higher Education for the location of a Community College. The Seamless Rubber project was not an isolated project separate from Public Works. Staff in the Leasing Division spent many hours on this project, and if Public Works at that time thought it was a bad decision, such should have been communicated to our Board of Trustees and a decision made not to have Public Works' staff continue to help develop the project. There was no reason to perpetuate the project for over six months since, in view of buildings available and acceptable to the City, it was an unworthwhile project. In talking with Commissioner Kozlowski in November, 1972, I did not gather he considered the lease proposal one unacceptable to him. Obviously, the opportunities changed for consideration once the Rifle Range became available to the Board for consideration, as well as the Sargent Drive property.

If the Rifle Range had been available in the spring of 1972 to December, 1972, why didn't Public Works suggest it? Why did it continue to help develop the proposal for the Seamless Rubber lease? Why did Public Works wait until January, 1973, to present it to our Board? I think the fact is it had not been decided it was available, and since it was not, the Board couldn't consider it. If it was available prior to January, 1973, someone should have so informed our Board.

Your comment about the Windsor site reveals what is common of several comments by Public Works staff (an exception of Ray Johns is made) in relation to decisions made by the Board of Trustees, namely, that no consideration is given to the total facts which went into the decision when it was made. The selection of the Windsor site in the fall of 1969 was based in part on a study by a consulting firm. More than that, it was based on the objectives and careful planning of the Board. It was based on the decision of the Board to make certain there were no more than three colleges in the North Central Connecticut population area and the Greater Hartford population area. It also related to the desire of the Commission for

EXHIBIT 5

#4

COMMISSIONER MANAFORT

- 3 -

August 13, 1973

Higher Education to have space for the Hartford State Technical College and more space, if needed in the 1980's, for the activities of the University of Connecticut in the Greater Hartford area. The price was reasonable. It met several of the other criteria, and the decision related to serving the Enfield area without starting a new Community College. It also related to having a downtown center for Greater Hartford Community College.

The Legislature, along with local pressures, forced a new college for the Enfield area. President Banks may have his own personal preference, but that is not a Board of Trustees' decision. This verifies the fact that the Departments of Public Works and Finance & Control work with the Board of Trustees and its central office, not directly with a college, on sites. Once a decision is made, then the development of the site and/or buildings is done directly with the college.

It must also be kept in mind that opportunities vary, and membership on the Board changes. A price of ten million dollars for a building such as the Phoenix building is one thing. A price of six million dollars, including renovation, is a decidedly different situation. If a Board of Trustees cannot get other State agencies to commit themselves to the Windsor site, then it must obviously develop alternatives. There has been no decision as yet by the Board of Trustees or by the Commission for Higher Education that the Windsor site is unacceptable for the long-range development into the 1980's of post-secondary, two-year, public education in the Greater Hartford area, and these are the two groups from which your agency must secure decisions, not from the president of Greater Hartford Community College or from me. Our task is merely to communicate the decisions made by the Board.

Your comment No. 4 is reasonably accurate, for some legislators and some State officials active in 1965-66, but not all. It existed in part because those involved had no Community College experience. In fact, in checking with some of those people and also while in Hartford as a representative working for faculty for Eastern Connecticut State College, I heard comments and knew people were making the assumption about faculty who had never studied carefully as many as a half-dozen Community College catalogs and who had never visited a Community College campus in another state. They failed to make a connection between what they wrote as legislators for programs at Community Colleges and this type of required facilities. Also, no careful consideration was given to the impact of enrollment. For example, try to identify a high school or a community facility constructed in the state as late as 1967 which was designed with the expectation that a Community College could function in the same building. By functioning, I mean the main operation of the college, not just a half-dozen classes. Now it can be done for a few years (if accrediting teams accept it), and it was done. But a high school building built for 1800 students can't house 900 Community College students as well and have programs adequate for either group.

Evidence that a majority of the legislators saw the existing community facilities could not house Community Colleges is revealed in legislative appropriations of 1967 and 1969 for Community College buildings. Some twenty million dollars were appropriated for the purchase, construction, or lease of Community College buildings. Hence, the original ill-conceived concept soon disappeared, and the realization that Community Colleges needed their own facilities in a short time after beginning became a reality. You and I know you can't learn chemistry adequately without chemistry labs, or biology without a suitable lab, or typing without a typewriter, and that in other areas the use of a library is essential. Once so many people are

EXHIBIT 5

Involved, what a local high school has is inadequate. College labs need more sophisticated equipment. Faculty need better equipment to teach at the college level. Facilities are important to an education, and we all know it. They need not be elaborate, but they must be adequate.

Your understanding of the function of the Board of Trustees as stated in comment No. 5 is only partially correct, and it leaves the Board seemingly in a secondary role rather than a dominant one. The Board of Trustees is the governing authority for all twelve colleges. It sets policy for these. It also reviews many procedures each year. The Executive Director, acting under the authority of the Board of Trustees, is the chief executive officer of the system. The courses plotted by the college presidents follow directives and decisions of the Board as to policy. Obviously, this leaves many day-to-day and operational decisions in the hands of the presidents.

Example: A new two-year associate degree curriculum must be approved by the Board of Trustees and the Commission for Higher Education before it can be started; however, the class schedules and so on are done by the college once the program is approved.

Example: The Board of Trustees determines lines of action to be taken about site and a new facility. A president may, and usually does, suggest possibilities. He helps carry out an analysis of sites or buildings, and he and his staff will be the educational detail planners once a decision is made.

Obviously, the Board evaluates because it evaluates the presidents and the operation of each college, and it also coordinates. Your comment is lacking in recognition of the important role of determining the direction of the colleges, providing basic policies, reviewing and setting forth key budget decisions, all of which are much more than evaluating and reconciling.

Our communications continue to reveal there is considerable work, thought and input put into the Community College system by our Board related to facilities of which Public Works staff and other agency staffs are unaware. We have never had the staff to write a fancy master plan. We attempted to have a master plan approach developed and were turned down without a second request for money for this in 1970. Much of the valuable time and thought spent by Board members and staff can be shared effectively only through direct discussions. We have some written information here which probably has not been reviewed very carefully by anyone, so we are updating much of this, and it will be available by early September.

I come back once again to the fact that the most profitable event that can occur for you and your staff and our Board would be getting a coordinated program going for the Community Colleges. One or two comprehensive meetings should be held with everyone giving attention to each college and its growth potential against its present situation. We have the means to do so. Are you willing in September to attend two afternoon meetings of two or three hours each with members of our Board to get at the issues and problems that exist? We need to get this done where there are no phones. We need a set of common background materials to go over the current situation college by college and to agree on a line of action for each one. If we do this well, and if we can concur on proposed lines of action, then I believe you will find less fluctuation in priorities. If priorities do need to be changed, they will be changed mutually between us when a jointly agreed upon line of action does not materialize and alternatives become necessary.

COMMISSIONER MANAFORT

- 5 -

August 13, 1973

If you will confirm that you are willing to engage in this type of careful analysis and can give me some dates between September 18-30, 1973, I will arrange for such meetings with our Board of Trustees. I believe sincerely this will be the most profitable way for us and you and your staff to get a more mutually understood set of objectives for Community College facilities.

SFC/js

cc: Gerald J. McCann
Stuart Smith

EXHIBIT 5

July 30, 1973

Dr. Searle F. Charles
Board of Trustees for Regional
Community Colleges
1260 Asylum Avenue
Hartford, Connecticut

Dear Dr. Charles:

In Executive Session at the Commission for Higher Education meeting on July 27, 1973, a quorum being present and voting, the following resolutions were approved:

Lease, lease/purchase or purchase of the Neecon Building in Enfield for use by Assnuntuck Community College.

Lease of Cheney Hall, 177 Hartford Road, Manchester, for use as cafeteria, auditorium, and faculty offices by Manchester Community College.

✓ Approval to negotiate for the purchase of the Phoenix Building, Woodland Street, Hartford, as a permanent campus site for Greater Hartford Community College.

I hereby certify that these are true copies of these resolutions.

Due to the pressure of other business, action on the Alden Danielson property in Killingly as a site for Quinebaug Valley Community College was held over to the August 14 meeting.

Sincerely yours,

WRB:ja

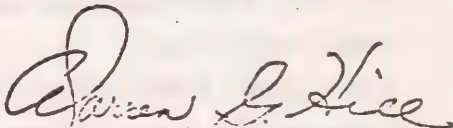
cc: Adolf G. Carlson
Paul J. Manafort
Robert K. Killian
Horace Brown
Alfred Miska

W. Robert Bokelman
Director

EXHIBIT 6

RESOLVED that the Commission for Higher Education, subject to its responsibilities contained in Section 10-38c of the 1969 Supplement to the General Statutes, approves the recommendation of the Board of Trustees for Regional Community Colleges to authorize their Executive Director to negotiate for the purchase of the Phoenix Building at the corner of Woodland Street and Asylum Avenue, Hartford, to serve as a permanent campus site for Greater Hartford Community College.

It is understood that the Department of Public Works will negotiate for this property with the approval of the Department of Finance and Control.



Warren G. Hill, Chancellor
Commission for Higher Education

7/27/73
Executive Session

EXHIBIT 6



BOARD OF TRUSTEES OF REGIONAL COMMUNITY COLLEGES

1280 Asylum Avenue • Hartford, Connecticut 06105 • Telephone: 232-4817

MEMORANDUM

September 5, 1973

TO: Mr. Bradley Biggs, Deputy Commissioner Department of Public Works
 FROM: Deputy Director Regional Community Colleges
 SUBJ: Greater Hartford Community College Facilities

On July 19, 1973, In Executive Session, the Board of Trustees of Regional Community Colleges adopted the following resolutions:

Upon motion by Mrs. Strout, seconded by Mrs. McNulty, it was VOTED unanimously to authorize the Executive Director to negotiate through the Department of Public Works and other interested State agencies for the purchase of the Phoenix Building located at the corner of Woodland and Asylum Avenue in Hartford.

A further motion by Mr. Scamporino, seconded by Mr. Traurig, requested the chairman to appoint Board members to meet with administrators and State officials for the purpose of discussing the purchase of the Phoenix Building.

On July 27, 1973, In Executive Session, the Commission for Higher Education adopted the following resolution:

RESOLVED, that the Commission for Higher Education, subject to its responsibilities contained in Section 10-38c of the 1969 Supplement to the General Statutes, approves the recommendation of the Board of Trustees for Regional Community Colleges to authorize their Executive Director to negotiate for the purchase of the Phoenix Building at the corner of Woodland Street and Asylum Avenue, Hartford, to serve as a permanent campus site for Greater Hartford Community College.

It is understood that the Department of Public Works will negotiate for this property with the approval of the Department of Finance and Control.

KHS:ep

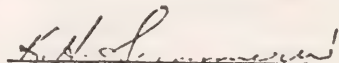

 K. H. Summerer

EXHIBIT 7



Westinghouse Electric Corporation

90 Park Avenue
New York New York 10016

Donald H McCannon
President
Broadcasting, Learning & Leisure Time

September 7, 1973

Honorable Thomas J. Meskill
Governor of Connecticut
State Capitol
Hartford, Connecticut

Dear Governor:

I have just returned from a meeting in Hartford and I wanted to bring to your attention an emergent matter.

The New England Association of Schools and Colleges has expressed deep concern about the facility currently in use by some of our Regional Community Colleges. The CHE has similar concerns and, specifically on the recommendation of the Standing Committee on Accreditation of the Connecticut Council on Higher Education, has extended the accreditation of Greater Hartford Community College for a single year (1973-74) with the express understanding that any extension beyond that period is contingent upon the receipt of substantial evidence concerning the acquiring of adequate facilities to be received by March 1, 1974. The premises located at 34 Sequassen Street were entered into, in the first instance, as a means of becoming operative with the least possible delay and of affording educational opportunities to students who might not otherwise be served.

On May 31, 1972 the lease was extended by the Public Works Department without any approval or concurrence by the Board of Trustees or the Commission. At that time, a study was being made of a proposal from the Rensselaer Polytechnic Institute to share their

EXHIBIT 8

facility at 275 Windsor Street. From the view point of facilities, it was designed and built for educational purposes and, hence, was extremely well suited for Community College purposes and there was the possibility that the entire building might be available. The location of the facility is excellent being in center-city Hartford, but for reasons beyond my knowledge or information, approval was never forthcoming from the Public Works Department. In this connection, based on my Commission and business experience, the rental price was favorable and competitive, hence, I did not agree with the "rejection" of the RPI property by the Public Works Dept.

Several months ago, the Phoenix Insurance building on Woodland Street came to our attention and the suggestion was made that it be secured as a grant from the Travellers Insurance Company. I understood that you attempted to obtain the building on this basis but that, for corporate reasons, the grant approach failed. It is also my understanding that there has developed in the last several weeks the opportunity to purchase this property at a cost of somewhere around \$4.5 million for 235,000 feet or a cost of less than \$20. per square foot. It would cost \$1.5 million to renovate. The square foot cost of \$25.50 for acquiring and renovating the property would be very favorable when one thinks of what the State is spending to build conventional buildings on a square foot basis, i. e. \$40-45. I do not know how long this facility will continue to be available. While I do not feel we should rush into the acquisition of any property, I wanted you to know how seriously the Commission views the current situation of the college and to seek from you a policy decision to "go or no go" on this facility before it is lost by default.

One thing further - it is rumored that the Department of Public Works is considering refurbishing Sequassen Street. I strongly recommend against this since the result will still be unacceptable from an educational point of view and would be a "rat hole" in expending taxpayers funds.

I would be happy to talk with you on the phone or in person, but urge an early decision on this important matter. I hasten to add that I have viewed all of these points from a cost efficiency basis as well as the educational value involved.

Kindest regards.

EXHIBIT 8

GREATER HARTFORD COMMUNITY COLLEGE/facility site/McGannon

September 18, 1973

Donald H. McGannon, President
Broadcasting, Learning & Leisure Time
Westinghouse Electric Corporation
90 Park Avenue
New York, N. Y. 10016

Dear Don:

It certainly was a pleasure to receive your letter of September 7 regarding Greater Hartford Community College.

My personal goal is that all of our community colleges be fully accredited, and I have placed a high priority on finding new facilities for Greater Hartford Community College within the city limits of Hartford.

I share your concern, and, therefore, I appreciate your interest in the goals which we have set.

With best wishes,

Sincerely,

GOVERNOR

TJM:ssmr

EXHIBIT 9

bcc: SSmith (8/15/73)



STATE OF CONNECTICUT
SENATE
STATE CAPITOL
HARTFORD 06115

SENATOR NICHOLAS A. LENGE
FIFTH DISTRICT
DISTRICT OFFICE
MALL COMMUNITY CENTER
50 SOUTH MAIN STREET
WEST HARTFORD, CONN. 06107

August 10, 1973

CHAIRMAN
APPROPRIATIONS COMMITTEE
MEMBER OF
ELECTIONS COMMITTEE
GOVERNMENT ADMINISTRATION
AND POLICY COMMITTEE
HUMAN RIGHTS AND
OPPORTUNITIES COMMITTEE
PUBLIC PERSONNEL AND
MILITARY AFFAIRS COMMITTEE
TRANSPORTATION COMMITTEE

Mr. Paul J. Manafort
Commissioner of Public Works
State Office Building
Hartford, Connecticut

Dear Commissioner Manafort:

The Education Subcommittee of the Appropriations Committee this week voted to request your assistance in viewing and evaluating the Phoenix building located at the southwest corner of Woodland Street and Asylum Avenue.

Will you kindly make arrangements for an on-site tour and inspection for 9:30 a.m. on September 11, 1973.

In addition, the Subcommittee will meet in the Appropriations Committee room at 2:00 p.m. on September 13, 1973 for the purpose of evaluating this structure and the housing problems of constituent units of the community college system.

You are invited to attend this meeting and the Subcommittee will be most appreciative of whatever help and guidance you can give it.

Sincerely,

Nicholas A. Lenge
Nicholas A. Lenge

NAL/lc

PWD
AUG 13 1973

EXHIBIT 10

See Note: Ed & Tom: Keep you

Contract	Admin. File
Des. & Rev.	PIO Officer
Eng.	
Equip.	
Estim.	3 No. of Copies
Bldg. & Ground	cc on

Director
Chief Exec Off.
Construction

PAUL J. MANAFORT
COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
HARTFORD, CONNECTICUT

August 15, 1973

To: Mr. Stuart Smith

Dear Stu:

Comr. has accepted the attached request for his assistance and scheduled his calendar accordingly.

Please give him your input before we go too far along with this.

Regards.

Sue

CHAIRMAN
APPROPRIATIONS COMMITTEE
MEMBER OF
ELECTIONS COMMITTEE
GOVERNMENT ADMINISTRATION
AND POLICY COMMITTEE
HUMAN RIGHTS AND
OPPORTUNITIES COMMITTEE
PUBLIC PERSONNEL AND
MILITARY AFFAIRS COMMITTEE
TRANSPORTATION COMMITTEE

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Appropriations Com-
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48 OVERHILL AVENUE
MIL. BRITAIN, CONNECTICUT 06053

Nicholas A. Lenge

NAL/lc

bec Note: Ed & Tom: Keep your

P W D AUG 13 1973	<input checked="" type="checkbox"/> Commissioner	<input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Admin. File	near open
	<input type="checkbox"/> Dep. Comm.	<input type="checkbox"/> Des. & Rev.	<input type="checkbox"/> PIO Officer	
	<input type="checkbox"/> Ex. Aide	<input type="checkbox"/> Eng.	<input checked="" type="checkbox"/> [initials]	
	<input type="checkbox"/> Director	<input type="checkbox"/> Equip.	<input type="checkbox"/> [initials]	
	<input type="checkbox"/> Chief Fiscal Off.	<input type="checkbox"/> Estim.	3 No. of Copies	

EXHIBIT 10

DAY, BERRY & HOWARD
COUNSELLORS AT LAW,
ONE CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103
TELEPHONE (203) 278-1230

COUNSEL
DOROTHY R. SMITH

ASSOCIATES

WALTER H. HAYS
ROBERT B. TITUS
PAUL F. HALEMANT
ALBERT J. JARVIS
GEORGE S. THOMAS
JOHN B. HOLLAR
RONALD E. HANNA
DAVID E. HARRIS
ROBERT P. ANCHERSON, JR.
JAMES L. JACKSON
SERIAL BARTFIELD
RICHARD C. HARRIS
EDWARD H. BEE
THOMAS A. WILSON
J. CHARLES HARRIS
ROBERT H. STEPHAN
STEVEN E. AARLAN
STEVEN H. PAST
THOMAS D. GULLUM
K. LEE GRIFFITH, JR.

ALLAN R. SMITH
WILLIAM D. BAY, JR.
WILSON C. BRYAN
WILLIAM L. C. BULLHEAST
BRADLEY B. BATES
RICHARD B. BOWEN
W. ROBERT BENTON
B. BURNETT
FRANK A. HOLDS, JR.
WILLIAM E. GILLES
WALTER D. HENNE, JR.
DOROTHY H. PAGES
J. GREGORY JOHNSON, JR.
WILLIAM D. BULLMAN
HARRISON E. BUCHANAN, JR.
JAMES B. HENTON
LEONARD B. HUNTER
RICHARD B. GREGG
JOHN GREGORY
PHILIP A. WALKER
WILLIAM H. GUDDE
JOHN E. BILLEN
J. ROBERT HANLON
J. BARTON ANTHONY, JR.
MICHAEL F. HALLGREN
RICHARD H. REYNOLDS
THOMAS J. GREGORY, JR.
MARTIN WILSON

August 29, 1973

HAND DELIVERY

Mr. Laurence Stern
J. Watson Beach Real Estate Co.
750 Main Street
Hartford, Connecticut 06103

Dear Mr. Stern:

Our clients, Harry A. Gampel and Allan Schaefer, desire to obtain a 120-day option to purchase for a price of \$4,000,000 cash all of the land and buildings situated on the southwest corner of the intersection of Woodland Street and Asylum Avenue in Hartford, which premises were formerly occupied by the Phoenix Insurance Company and are now owned by The Travelers Insurance Companies or an affiliated company. I understand that your firm is acting for the owner of these premises in connection with the sale thereof.

We would like to meet with you and your principal at your early convenience to discuss this matter and work out the necessary arrangements. I would appreciate it if you would call me so that we can schedule such a meeting.

Very truly yours,

William H. Cuddy
William H. Cuddy

WHC:jw

EXHIBIT 11

RECEIVED
AUG 29 1973

Per. [Signature]

J. WATSON BEACH Real Estate Co.

50 Main Street, Suite 1102, Hartford, Connecticut, 06103/Tel. 203 547-1550

HENRI M. DAVID/Chairman and President

AURENCE STERN/Director and Vice President/Investment Department

RAYMOND T. PUGH/Director and Vice President

201 FARMINGTON AVENUE
WEST HARTFORD 06107
203 236-5844
FARMINGTON VALLEY OFFICE
195 WEST MAIN STREET, AVON 06001
203 525-0858
LITCHFIELD COUNTY OFFICE
ROUTE 4, HARTWINTON 06750
203-482-2716

August 30, 1973

HAND DELIVERY

The Travelers Insurance Company
1 Tower Square
Hartford, Connecticut 06103

Attention: Mr. J. Thomas Montgomery, 2nd Vice
President Real Estate

Re: Sale of 49 and 61 Woodland Street, Hartford,
Connecticut

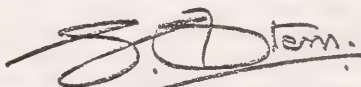
Dear Mr. Montgomery:

It is with pleasure I submit the enclosed offer on
the caption property for \$4,000,000 from Messers.
Harry Gampel and Mr. Allan Schaefer.

As explained, there is an urgency factor; and we
look forward to your reply at the earliest possible
moment.

Sincerely yours,

J. WATSON BEACH REAL ESTATE CO.



Laurence Stern
Director and Vice President
Investment Department

LS:el
Enclosure

Inner homes/ Greater Hartford / Country Estates / Land Consultants / Appraisals / Forms
Investment properties/ Industrial / Commercial / Management / Mortgages



EXHIBIT 11

DAY, BERRY & HOWARD
COUNSELLORS AT LAW
ONE CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103
TELEPHONE (203) 278-1330

ALLAN A. SMITH
JULIAN D. DAY, JR.
WILFRED F. BERRY
WILLIAM J. L. PULSLEY
BRADLEY B. BERRY
RICHARD WICKSTEAD
W. ROBERT H. LINDHOLM
S. QUINN HARRIS
ERNEST A. JONES, JR.
WILLIAM E. DAY
WALTER B. HARRIS, JR.
CHARLES W. PATE
J. EDWARD LINDHOLM, JR.
WILLIAM D. BLAINE
WILLIAM C. BUCHANAN, JR.
JAMES R. MERTON
ISAAC D. PULSLEY
DAVID B. GREEN
JOHN E. ROBERTS
BRUCE E. WALTER
WILLIAM W. CURRY
JOHN C. OLSEN
J. ROBERT HARRIS
J. BARFORD ANTHONY, JR.
MICHAEL F. HILLMAN
RICHARD H. WINDHOLM
THOMAS J. BORDA, JR.
MARTIN HOLMAN

EDMUND L.
SCOTT R. SMITH

GRADUATES

WALTER H. WARD
ROBERT D. HITS
PAUL P. HALEWELL
ALBERT E. HARRIS
EDMUND HARRIS
JOHN R. HARRIS
RONALD E. HARRIS
DAVID E. HARRIS
ROBERT A. HARRIS
JAMES L. HARRIS
EDMUND HARRIS
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THOMAS H. HARRIS
J. CHARLES HARRIS
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STEVEN H. HARRIS
THOMAS B. HARRIS, JR.
R. LEE HARRIS, JR.

September 18, 1973

Mr. Laurence Stern
J. Watson Beach Real Estate Co.
750 Main Street
Hartford, Connecticut

Re: 49-61 Woodland Street, Hartford, Connecticut

Dear Larry:

May I present to you as the agent for the Travelers which we understand is the owner of the above land and buildings the following offer to purchase the same:

1. The purchase price is \$4,500,000 payable in cash or by bank or certified check at transfer of title;
2. There will be no down payment during the period of advertising by the State for the Greater Hartford Community College or during the period of lease negotiations with the State thereon, both of which shall be completed on or before 120 days after your acceptance of this offer and upon written State commitment to lease from our client on terms satisfactory to him, a \$250,000 cash or certified check deposit will be made.
3. The transfer of title shall be made within six months after the date of the State commitment to lease and no later than 300 days after your acceptance of this offer, and our client would ask the privilege of setting the precise closing date, time and place.
4. The buyer shall have the right to make renovations during the aforesaid six months' period.

EXHIBIT 12

Mr. Laurence Stern
Page 2
September 18, 1973

5. Title will be transferred by warranty deed free and clear of encumbrances except current taxes and title may be taken in the name of Allan Schaefer, Harry Gampel or their nominee or nominees.
6. All contents, fixtures, heat, air conditioning and other personal property located on and used in the operation of the building on the above premises shall be included in the sale and shall be in working order at the time of transfer of title.
7. All adjustments of taxes, water, fuel, etc. shall be made as of and at the time of transfer of title and in accordance with the recommendation of the Hartford County Bar Association.
8. Occupancy shall be given upon transfer of title and the premises shall be broom clean.
9. The risk of loss from the date of your acceptance of this offer through transfer of title shall be upon the seller.
10. All assessments or other liens upon the premises at the time of transfer of title or voted and effective at that time shall be borne by seller.
11. Title shall be marketable and the Standards of Title of the Connecticut Bar Association shall govern as applicable.
12. J. Watson Beach Real Estate Co. is recognized as the agent on the transfer herein contemplated.
13. Because of publicity thus far, we must ask that this offer be held in secrecy between you, the Travelers and ourselves and not revealed in any particular to third parties.
14. Time shall be of the essence hereof and this agreement shall be binding upon our undersigned principal, the Travelers and their heirs, executors and successors.

May I ask for acceptance or rejection of this offer on or before 12 noon, September 28, 1973 and if it is accepted, that

EXHIBIT 12

C. W. BERRY & HOWARD

Mr. Laurence Stern

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September 18, 1973

the Travelers sign the enclosed copy hereof and return it to me.

Very truly yours,

Richard
Richard Rockwell

RR:jw

I authorize and agree to be bound by the foregoing.

Allan Schaefer
Allan Schaefer

EXHIBIT 12

LEASE

This lease made and entered into as of the 10th day of January, 1974, by and between the S & G Company, a Connecticut partnership, acting herein by Allan Schaefer and Harry Gampel, both of the Town of West Hartford, County of Hartford and State of Connecticut, hereinafter called the Lessor, and the State of Connecticut, hereinafter called the Lessee, acting herein by its Commissioner of Public Works, Paul J. Manafort, pursuant to Section 4-128 of the General Statutes of Connecticut, as amended, with the approval of the Board of Trustees for Regional Community Colleges, the Commission on Higher Education, the Commissioner of Finance and Control, and the Attorney General.

WITNESSETH:

The parties hereto, for the consideration hereinafter set forth, covenant and agree as follows:

1. DEMISED PREMISES: Lessor hereby leases unto Lessee that certain piece or parcel of land, together with the buildings and improvements thereon, situated at 49-61 Woodland Street in the City of Hartford, County of Hartford and State of Connecticut. Said premises consist of approximately fifteen (15) acres of land and are more particularly bounded and described as set forth on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

2. TIME FOR PERFORMANCE: (a) The lessor shall deliver said buildings and site improvements, if any, ready for the installation of furnishings and equipment by the Lessee on or before August 15, 1974.

(b) Said date shall be extended by such periods of time as alterations of said building are delayed by labor disputes, fire, unusual delays in transportation or unavoidable casualties beyond the Lessor's control, provided that the Lessee agrees that the extension of time is for a good and valid reason and is not caused by the acts or omission of the Lessor.

3. LEASE TERM AND PARTIAL OCCUPANCY: (a) The term of this lease shall be a period of twenty-five (25) years beginning on the date to be set forth in a CERTIFICATE OF COMMENCEMENT OF LEASE, to be executed by the parties hereto and to be recorded in the Land Records of the City of Hartford. Said Certificate shall be executed within ten (10) days after final acceptance of the premises by the Public Works Department and the issuance of a Certificate of Occupancy by the City of Hartford.

(b) Prior to said date, Lessee may, at its option, take early partial occupancy of any area of any building where work is completed and pay a pro-rata share of the monthly rental. Said partial occupancy will be on a month-to-month basis only but otherwise on the same terms and conditions as contained herein.

4. RENTAL RATE: The rental rate for the premises which are the subject of this lease shall be One Million One Hundred Four Thousand and No/100 Dollars (\$1,104,000.00) annually, payable in equal monthly installments of Ninety Two Thousand and No/100 Dollars (\$92,000.00) during each month of the lease term. Rent for a part of a month shall be pro-rated.

5. FACILITIES FURNISHED: (a) The Lessor shall furnish and pay for under the terms of this lease, as part of the rental consideration the following initial alterations; roughing in, including stub-ups; closing connections for all required utilities to make all equipment and furnishings operable; architectural drawings; engineering services and paved, striped, lighted, on-site parking for 1,000 cars as set forth in Exhibit "B" attached hereto and made a part hereof as though fully incorporated herein. Lessor shall move existing equipment, including connection and reconnection for the sum of \$17,850.00. WCH
2/5/74

(b) Lessee shall furnish and pay for: all utilities and services it deems necessary for its use and occupancy including, but not limited to, heat; electricity; gas; water; janitorial service, including window washing; snow removal; groundskeeping; rubbish removal; watchman service; interior and exterior maintenance, repairs and/or replacements of non-structural items.

(c) In addition, Lessee shall furnish and pay for all furnishings, furniture, equipment and other property that may be necessary to operate the buildings for the purpose intended except that existing equipment that may be provided for, in Paragraph 5(a) above. JH
3/6/74

6. PLANS AND SPECIFICATIONS: (a) After execution of the lease and before commencing alterations, the Lessor will submit within ten (10) working days, three (3) copies of the existing floor plans which shall be prepared by a Connecticut Licensed Architect and bear his seal.

(b) It is the intention of the parties that the alteration construction will take place in steps. The plans for the aforesaid alterations shall be submitted in steps, in triplicate to the Public Works Department and five (5) working days will be allowed for review. If the aforementioned plans do not meet the approval of the Public Works Department, they shall be returned to the Lessor, together with the reasons for disapproval, set forth in writing. If disapproval is not received within twenty-four (24) hours of the end of the review period as set forth above, said plans shall be deemed to have been approved. In the event of disapproval, the Lessor shall make necessary changes within five (5) working days of its return of the written reasons for its disapproval.

(1) Quality Standards

All such work shall be performed in a thoroughly first class, workmanlike manner; shall be in good and usable condition at the date of completion thereof; and shall be guaranteed by the Lessor to be free from any and all defects in workmanship and materials for one (1) year or the period of time which customarily applies by good contracting practice in the State of Connecticut. The Lessor performing any alteration work shall be responsible for and shall repair or replace, in a thoroughly first class, workmanlike manner and without any additional charge, any and all work done or furnished by the Lessor or any of its subcontractors, employees, servants, agents, or otherwise, which shall be or become defective within one (1) year (or such longer period as customarily applies by good contracting practice in the State of Connecticut) after substantial completion of the work (and of which written notice is given to such person within said one (1) year or longer period) because of faulty materials or workmanship and the corrections, as

aforesaid, of any such matter shall include, without additional charge therefor, all expenses and damages in connection with the removal, replacement and/or repair in a thoroughly first class, workmanlike manner of any other part of the work which may be damaged or disturbed thereby. All warranties or guaranties as to materials or workmanship on or with respect to the Lessor's work, shall be contained in the contract or subcontract and shall be so written that they shall inure to the benefit of the Lessor and the Lessee, as their respective interests may appear, and can be directly enforced by either, and Lessor covenants to give to Lessee any assignments or other assurances necessary to effectuate the same. All work shall be performed in accordance with applicable State and local building, fire, health, and safety codes, laws and ordinances.

7. RISK OF LOSS: Prior to and during the term of the lease, Lessor shall assume all risk of loss from fire, natural disaster or other casualty to said buildings and improvements. During the lease term, the Lessee shall assume the risk of loss from said causes to all items of furniture and equipment.

8. LESSEE'S RIGHTS FOLLOWING CASUALTY: In the event that all or any portion of the premises are destroyed by fire, natural disaster or other casualty, the lease shall continue in full force and effect, but there shall be an abatement of rent for that portion of the premises rendered untenable until such time as it becomes tenable. If a portion of the premises is rendered untenable by a casualty loss, Lessor shall restore it to a tenable condition within a reasonable time, which time shall be determined by the Public Works Commissioner. In the event that the Lessor fails to accomplish such restoration within such time, the Lessee may make such restoration and deduct the cost from the rent.

9. LESSEE'S RIGHT TO CONSTRUCT ALTERATIONS: The Lessee may, at its own cost and expenso, at any time during the lease term, make any alterations or improvements on the premises that it desires without the permission of the Lessor provided that the same are made in a good and workmanlike manner. The Lessee shall provide the Lessor with notice of commencement of alterations and a written description of the alterations to be done.

10. RIGHT TO SUB-LET: Lessee may sublet all or any part of the buildings, or assign this lease, but shall not be relieved from any obligation hereunder by reason of any such subletting or assignment. Lessor will not encumber or cause or permit said buildings to be encumbered by any lien whatsoever except a first mortgage. *W. H. 2/17/9*

11. SUBORDINATION OF LEASE: Lessee will subordinate this lease to any first mortgage placed upon said buildings by Lessor, if such is requested by Lessor. Lessor covenants and agrees that it will duly pay each and every regular installment of interest and principal under the terms of the mortgage, if any, and will not do, suffer, or permit any act, condition or thing to occur which would or may constitute a default thereunder, except to the extent that any failure so to pay or any such occurrence shall have resulted, directly or indirectly from a default by Lessee (including the failure of Lessee to pay rent).

12. CONTROL AND POSSESSION OF LEASED PREMISES: During the term of this lease, Lessee shall have exclusive control and possession of said buildings and Lessor shall not be liable during the term for injury or death of any person or for damage or loss of any property on or about the premises, excepting, however, claims and demands, whether for injuries to persons, or loss of life, or damage to property caused by acts or omissions of Lessor.

13. ENCUMBRANCES: Lessor will keep said premises free and clear of any and all mechanics liens or attachments arising out of the alterations or improvements which the Lessor may be obligated to make under this lease. If the Lessor fails to make any repair, alteration or improvement which he is obligated to make hereunder, the Lessee may do so and deduct the cost thereof from the rent.

14. TAXES: The Lessee shall pay as additional rent during the term of the lease any real estate tax increases which occur after taxes established on the Grand List of July 1, 1975. Conversely, and in like manner, tax decreases shall be credited to the Lessee's rent account. Provided, however, that if the City of Hartford has not completed its general reevaluation (which was originally due in 1972) prior to July 1, 1975, the Lessee shall not receive the benefit of any tax decreases caused by such reevaluation or the establishment of the first mill rate on such reevaluated list. *Handwritten: 10/25/75, JC, drag*

The Lessee shall not be obligated to pay Lessor for any increase in real property taxes on the property herein demised which result from an increase in the real property assessment unless the Lessor gives written notice by certified mail to the Public Works Commissioner within fifteen (15) business days of the notice of said increased assessment.

The Lessee shall have the right to appear before a Board of Tax Review or similar administrative body and to appeal from any decision thereof and to contest in its and/or Lessor's name, but at its own expense, any levy of or assessment for real property taxes on the subject premises; and at the Lessee's request the Lessor shall execute such documents, make such appearances, and/or comply with any reasonable request of the Lessee in connection with any such appeal.

Following payment by Lessor of any installment in a tax year for which Lessor is entitled to reimbursement for tax increases as provided herein, Lessor must present copies of receipted tax bills within ninety (90) days in order to be entitled to reimbursement.

15. OPTIONS TO PURCHASE: Lessee is hereby given the absolute right and option at the end of the first lease year, or at the end of the second lease year, or at the end of the fifth lease year, or at the end of the tenth lease year, or at the end of the fifteenth lease year, or at the end of the twentieth lease year, or at the end of the twenty-fifth lease year to purchase all said buildings and improvements upon payment to the Lessor of the appropriate following lump sum amount:

At the end of the first lease year the purchase price shall be
Eight Million Five Hundred Sixty Thousand and No/100 Dollars (\$8,560,000.00).

At the end of the second lease year the purchase price shall be
Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00).

At the end of the fifth lease year the purchase price shall be
Eight Million Three Hundred Eighty Thousand and No/100 Dollars (\$8,380,000.00).

At the end of the tenth lease year the purchase price shall be
Eight Million and No/100 Dollars (\$8,000,000.00)

At the end of the fifteenth lease year the purchase price shall be
Seven Million Six Hundred Thousand and No/100 Dollars (\$7,600,000.00).

At the end of the twentieth lease year the purchase price shall be
Six Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$6,425,000.00).

At the end of the twenty-fifth lease year the purchase price shall be
Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00).

Conditions precedent to the exercise of any option by Lessee are that all rental payments due hereunder shall have been paid. The Lessee shall give thirty (30) days notice in writing to the Lessor indicating its intention to exercise said option. It is understood and agreed that the complete exercise of said option is conditioned upon funds being appropriated for this purpose by the General Assembly and allocated by the State Bond Commission. Upon the delivery of the aforementioned notice the Lessee may tender the lump sum payment provided hereunder within one (1) year from the mailing of the aforesaid notice.

In the event Lessee exercises said option as herein provided, Lessor shall forthwith execute a Warrantee Deed, free and clear of all encumbrances as set forth in the Standards of Title, Connecticut Bar Association, Revision of 1963.

EXHIBIT 13

16. **DELINQUENT RENT:** Lessor agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such non-payment shall not constitute a default in the terms of this lease without prior thirty (30) days written notice to the Public Works Commissioner of the State of Connecticut of such non-payment.

17. **OWNERSHIP:** No change in ownership, shall be binding upon the Lessee unless and until the Lessee has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

18. **NOTICES:** Notices from Lessee to Lessor shall be sufficient if delivered to Lessor or if sent by telegraph or if placed in the United States Mail addressed to Lessor at 750 Main Street, Hartford, Connecticut. Notices from Lessor to Lessee shall be sufficient if posted in the United States Mail, Certified Mail, postage prepaid, addressed to the Commissioner, Public Works Department, State Office Building, Hartford, Connecticut.

19. **NOTICE OF LEASE:** The Lessor shall execute a Notice of Lease and at Lessors expense record this Notice of Lease in the proper recording office and provide evidence of same to Lessee.

20. **PRIOR AGREEMENTS:** No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this lease or incorporated herein by reference.

21. **SURVIVAL OF AGREEMENT:** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. **NON-DISCRIMINATION:** The Lessor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin or physical disability, including, but not limited to, blindness, unless it is shown by such Lessor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

This lease is subject to the provision of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Lease may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Lease. The parties to this Lease, as part consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the lease is completed or terminated prior to completion.

The Lessor agrees, as part of the consideration hereof, that this lease is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered
in the presence of:

THE S & G COMPANY

Witness: Harry D. Meskill as

By: Allan Schaefer
A Partner

Witness: Raymond J. Jones to

By: Harry Gampel
A Partner

Signatures

EXHIBIT 13

STATE OF CONNECTICUT

Edwin A. Roscoe
 Witness:

By: Paul J. Manafort

Paul J. Manafort
 Its Public Works Commissioner
 Duly Authorized

Thomas R. O'Neil
 Witness:

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 16th day of January, 1974, before me, Edwin A. Roscoe, the undersigned officer, personally appeared Allan Schaefer, of the Town of West Hartford, who acknowledged himself to be a Partner of the S & G Company, a partnership, and that he, as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Partner.

In witness whereof, I hereunto set my hand and official seal.

Edwin A. Roscoe
 Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 16th day of January, 1974, before me, Edwin A. Roscoe, the undersigned officer, personally appeared Harry Gampel, of the Town of West Hartford, who acknowledged himself to be a Partner of the S & G Company, a partnership, and that he, as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Partner.

In witness whereof, I hereunto set my hand and official seal.

Edwin A. Roscoe
 Commissioner of the Superior Court

EXHIBIT 13

STATE OF CONNECTICUT)
) ss. Hartford
 COUNTY OF HARTFORD)

On this the 11 day of November, 1974, before me Dorothy Naef, the undersigned officer, personally appeared Paul J. Manafort of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Dorothy Naef
 Notary Public

My Commission Expires:

March 31, 1975

APPROVED BY: Paul J. Manafort date 11/21/74

Board of Trustees for Regional Community Colleges

APPROVED BY: William H. Hall date 11/20/74

Commission for Higher Education

APPROVED BY: David J. Hickey date 11/25/74

Department of Finance and Control

APPROVED BY: _____ date _____

Attorney General, State of Connecticut

EXHIBIT 13

State of Connecticut



Office of the Attorney General

February 8, 1974

The Honorable Thomas J. Meskill
Governor
Executive Chambers
Hartford, Connecticut 06115

Dear Governor Meskill:

Enclosed is a copy of a proposed "Lease" to the State of property at 40-61 Woodland Street in Hartford (the former Phoenix Building) from the S & G Co.

This "lease" provides for an annual rental of \$1,194,000, with an option to purchase for \$3,560,000 at the end of the first year, \$8,500,000 after the second year, \$3,300,000 after the fifth year, and declining amounts thereafter.

We are informed that the property was available for purchase by the State in 1973 directly from Travelers Insurance Company, its owner at that time, for \$4,500,000 -- slightly over half the first option price in the "lease," and about one-sixth of the aggregate rental payments of \$27,600,000, if the "lease" runs its full term.

Furthermore, this document is not a final and binding lease -- it is a contractual commitment to enter into a lease on completion of the unspecified alterations called for by this document and acceptance of the premises by the Public Works Department.

This contractual arrangement raises questions of policy which in my judgment warrant your personal review. Our review of the statutory authority of the Public Works Commissioner to execute this contractual document without the specific approval of the General Assembly is continuing.

You should be advised that our office is being subjected to intense daily pressure from the Public Works Commissioner and his staff to give our immediate approval of this document notwithstanding the presence of still unresolved legal questions.

Sincerely,

Robert K. Killian
Attorney General

RM:el
Enc.

cc: Honorable Paul Manafort

EXHIBIT 14

THOMAS J. MESKILL
GOVERNOR



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS
HARTFORD

February 21, 1974

The Honorable Robert K. Killian
Attorney General
State of Connecticut
30 Trinity Street
Hartford, Connecticut 06115

Dear Mr. Attorney General:

Thank you for your letter of February 8, 1974 with the enclosures regarding the proposed lease of the former Phoenix Building from the S & G Company.

While my information differs from yours as to the availability of the property for purchase by the State in 1973 directly from the Travelers Insurance Company, I have developed new information not previously available to the State officials that the cost to S & G is to be \$4.5 million. With an option price at the end of the first year over \$8.5 million and about a \$2 million cost for improvements, the margin seems to be too wide. In an effort to conserve the taxpayers' money, I am reviewing this further and have asked the Public Works Department not to deliver the lease pending the outcome of this study.

However, before I can make a final policy determination, I would like to ask your opinion on the rights and obligations of the parties to the proposed lease at the present state of the development of the matter to this point. I would hope to hear from you in this regard promptly so that we may not delay longer than necessary with a matter which is of such great importance to the faculty and students of the Greater Hartford Community College.

Sincerely,

GOVERNOR

TJM:rlk

EXHIBIT 15

STATE OF CONNECTICUT

ROBERT K. KILLIAN
ATTORNEY GENERAL



ATTORNEY GENERAL'S OFFICE
33 TRINITY STREET
HARTFORD

February 22, 1974

Honorable Thomas J. Meskill
Governor of Connecticut
State Capitol
Hartford, Connecticut 06115

Dear Governor Meskill:

This is in reply to your request for our opinion as to the rights and obligations of the parties to the proposed lease of the former Phoenix Building from the S & G Company, a Connecticut partnership. This matter involves property at 61 Woodland Street, Hartford, which is desired for the use of the Greater Hartford Community College.

The Commissioner of Public Works, on December 27, 1973, sent the following letter to one of the partners of the S & G Company:

"Dear Mr. Schaefer:

You are hereby advised that your proposal to lease the building located at 61 Woodland Street, Hartford, Connecticut for use by Greater Hartford Community College has been selected as the most suitable proposal submitted.

Would you kindly contact Attorney Edwin A. Roscoe of my staff as soon as possible so that we might finalize the details of this transaction.

Sincerely,
PUBLIC WORKS DEPARTMENT
Paul J. Manafort
Commissioner"

EXHIBIT 16

Honorable Thomas J. Meskill
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February 23, 1974

On January 16, 1974, the S & G Company, acting by both of its partners, as well as Commissioner Manafort, signed a document entitled "Lease". This document concerned the Woodland Street property in question. Above Commissioner Manafort's signature are the words "State of Connecticut". Below his signature are the words "Its Public Works Commissioner duly authorized." On page 1 of the document it is stated that Commissioner Manafort is acting pursuant to § 4-128 of the General Statutes with the approval of the Board of Trustees for Regional Community Colleges, the Commission on Higher Education, the Commissioner of Finance and Control, and the Attorney General.

The document, on page 11 following the signatures of the S & G Company and Commissioner Manafort, contains four separate places for the signature of the Board of Trustees for Regional Community Colleges, the Commission for Higher Education, the Department of Finance and Control and the Attorney General of the State of Connecticut. Signatures which appear to be on behalf of the first three agencies appear on page 11 and are dated January 21, 1974, January 24, 1974 and January 25, 1974 respectively.

The Attorney General has not yet approved the document.

We are advised by Attorney Roscoe, the person referred to in Commissioner Manafort's letter of December 27, 1973, that there are no other documents concerning this transaction other than the one we have referred to above.

In our letter of February 8, 1974 to the Governor, we indicated that we were reviewing certain legal questions as to whether the document was a valid lease. We also raised certain policy questions concerning the expenditure of a substantial amount of public funds for your consideration. The immediate question which we are addressing ourselves to is the legal status of this document as it now stands without our approval. Has the State of Connecticut incurred any duties or liabilities in light of the fact that our office has not yet approved the document? Section 4-128 of the Connecticut General Statutes provides:

EXHIBIT 16

Honorable Thomas J. Meskill

February 22, 1974

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"The commissioner of public works shall assign office space and provide necessary accommodations in state-owned facilities for state agencies other than institutions, and may execute, with the approval of the attorney general and the commissioner of finance and control, leases for offices or any other type of space or facility necessary to meet the needs of such state agencies and institutions. Any such leases, intending to provide for the needs of institutions, shall further be subject to the approval of the board of trustees of the institution involved and, when such leases involve institutions of higher education, be subject to the approval of the commission for higher education."

(Emphasis added.)

Our office has previously advised that where the advice and consent of the Commissioner of Finance and Control was required by statute for the execution of a lease, the lease was not binding upon the State in the absence of such advice and consent. In an opinion by the Honorable John J. Bracken, State Attorney General at the time, to Governor Abraham A. Ribicoff, our office set forth the following well established principles in this area:

" 'The state may repudiate a contract not let in accordance with the statute.' 81 CJS, States, Sec. 122, Page 1113. 'A contract not let in the manner required by law is not binding on the state.' Id. Sec. 116, Page 1093.

'Powers conferred on a public officer can be exercised only in the manner, and under the circumstances, prescribed by law, and any attempted exercise thereof in any other manner or under different circumstances is a nullity.' 67 CJS., Officers, Sec. 103, Page 371. 'The acts of public officers are binding only when they act within the scope of their authority. While officers are

Honorable Thomas J. Meskill

February 22, 1974

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presumed to have acted within their authority, statutes delegating powers to public officers must be strictly construed.' Id. Sec. 102, Page 366.

'Sometimes contracts are required to be approved by designated officers, in which case a contract is not binding on the state until so approved, unless the requirement as to approval is merely directory.' 81 CJS. §115, Page 1092. 'Where authority is granted to public officers to do a thing in a certain way, the manner of doing the thing is mandatory, or jurisdictional, and a limitation on the authority of the officer, even though the doing of the thing in the first place may be discretionary.' Sutherland Statutory Construction, 3rd Edition, Volume 3, Section 5308, Page 39."

29 Conn. Atty. Gen. Reports, Page 40 (April 15, 19⁵⁵~~4~~).

See also, 25 Conn. Atty. Gen. Reports, Page 44 (March 28, 1947), concerning the statutory requirement for the approval of all contracts as to form by the Attorney General. A copy of this opinion is enclosed.

Accordingly, the courts have well recognized that where higher approval is required, either by statute or governing regulation, a contract purporting to bind the government does not come into existence until and unless that approval has been obtained. See 1 and 4 McBride and Wachtel, Government Contracts, ¶ 4.30 at p. 4-16 and 37.20[10] at p. 37-61 (1972). The United States Court of Claims so ruled in Ship Construction Company v. United States, 91 Ct. Cls. 419 (1940), in a case where the United States Shipping Board Fleet Corporation was the agency authorized by statute to act for the United States in various transactions. A purchasing official had informed the claimant that its bid had been accepted by the government. However, no action had been taken by the shipping board at any time concerning the proposed contract. The Court stated:

"...Where one authorized to do so receives and accepts a bid and awards a contract but whose action with reference

EXHIBIT 16

Honorable Thomas J. Meskill

February 22, 1971

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to the contract to be executed between the parties is subject to approval by another and that approval is not subsequently given, no binding contract exists on which the United States may be required to respond in damages as for a breach. *Monroe v. United States*, 184 U.S. 524; *Cathell et al. v. United States*, 46 C. Cls. 368; *Morton v. United States*, 57 C. Cls. 395; *Jacob Reed's Sons Inc. v. United States*, 60 C. Cls. 97; *Burney Axe, Trading as B. Axe & Co. v. United States*, 60 C. Cls. 493; *American Electric Co. v. United States*, 60 C. Cls. 993."

91 Court Claims at 462.

Furthermore, the Court stated:

"...It is also an established proposition that estoppel cannot be set up against the government on the basis of an unauthorized representation or act of an officer or employee who is without authority in his individual capacity to bind the government."

91 Court Claims at 456.

A similar ruling was made by the Court of Claims of New York in *Long Island Railroad Company v. State*, 57 N.Y.S. 2d 163, 185 Misc. 646 (1945). The Court stated:

"No contractual liability can be imposed upon the State except in the manner prescribed by law. The statute in question provided that no contract over a certain sum shall be deemed executed or effective unless the same is first approved by the comptroller and filed in his office. Such provisions can not be waived by any of the officers of the State. *Belmar Contracting Co. v. State*, 233 N.Y. 189, 135 N.E. 240; *New York Central R. Co. v. State of New York*, 183 Misc. 815, 51 N.Y.S. 2d 356. In the *Belmar*

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Honorable Thomas J. Meskill

February 22, 1974

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case, *supra*, the Court of Appeals held [230 N.Y. 189, 136 N.E. 2d]: "There is a like situation here. Section 130 of the Highway Law (Consol. Laws, c. 25) clearly provides that the execution of a formal written contract after its approval by the comptroller is essential. This is the basis of the liability of the state. None of its officers may impose upon it a contractual obligation except in the manner prescribed. We may not ignore the restrictions and limitations with which the Legislature has chosen to surround the expenditure of public moneys. They are wise and should be enforced. The state has chosen to enact something similar to the statute of frauds for its own protection. Those dealing with it do so knowing this fact and at their own risk. If there is no contract, there is no liability...."

57 N.Y.S.2d at 165.

The parties were on notice in this matter that the approval of the Attorney General was required both by statute and by the document itself. Under the circumstances, such approval by a public officer is a condition precedent to the effectiveness of the document. The approval not having been provided, the document is of no legal force and effect at this time.

It is also our opinion that there is no obligation by the state imposed by a contract implied in fact or in law or any other legal theory. Where the power to contract for a public improvement must be exercised by a certain prescribed method, a contract purportedly made in violation of such restrictions is void and not merely invalid. No implied obligation arises on the part of the public body to pay for benefits received or the value of work done or material furnished in the performance of the supposed contract. 65 Am. Jur. 2d Public Works and Contracts, § 153 at p. 37. One of the leading cases on this point is Scofield Engineering Co. v. City of Danville, decided by the United States Court of Appeals for the Fourth Circuit in 1942. This case involved a breach of contract suit for engineering services performed in connection with a proposed municipal hydro-electric plant. Under local ordinance and state statute, the ap-

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Honorable Thomas J. Maskill

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proval of the voters was required before such an indebtedness could be incurred. The Court held that the City involved could not enter into a legally binding contract in the absence of such approval. No other obligation whatsoever was incurred by the municipality, the Court ruled. The Court stated:

"...the contract between plaintiff and defendant was void because it was in direct contravention of the charter of the City of Danville and was in the teeth of the express prohibition of the Virginia Statute, Act of the General Assembly of Virginia, approved September 7, 1933, Acts of Assembly, 1933, Ex.Sess., page 47. And we think it is abundantly clear from the Virginia cases that under such circumstances there can be no recovery on a quantum meruit."

Id. at 945-946.

" "Contracts violating charter or statutory requirements have been held not to form the basis of implied obligations." Note C, 44 C.J. 139. Many cases cited."

It would thus seem clear, under these Virginia cases, that, where, as is the case here, the contract is expressly prohibited by charter and specifically forbidden by statute, there can be no recovery on quantum meruit, upon a basis of unjust enrichment or a theory of implied contract."

Id. at 947.

* * *

" "The statute is for the general welfare and protection of the public and particularly the taxpayers of the defendant municipality. To brush the same aside and permit recovery beyond the sums appropriated on some

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Honorable Thomas J. Meskill
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February 22, 1974

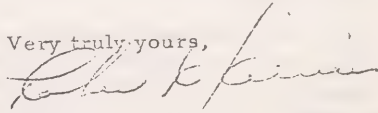
supposed basis of 'goods sold and delivered' or
'money had and received' leaves the public with-
out the protection conferred by the legislature. " " "

Id. at 947.

Because of these considerations, it is unnecessary to consider whether the terms of this document are definite enough so as to constitute a lease.

We therefore conclude that, based upon the information and materials provided us by the Department of Public Works, the State is not subject to any duties or liabilities as a result of this document at this time in the absence of our approval.

Very truly yours,



Robert K. Killian
Attorney General

RKK:rm
Enc.

EXHIBIT 16

Where a statute confers powers or duties in general terms, all powers and duties incidental and necessary to make such legislation effective are included by implication.

Hartford, 28 March 1947.

HONORABLE FRED R. ZELLER,
STATE COMPTROLLER,
STATE CAPITOL,
HARTFORD, CONNECTICUT.

Attention: Frank L. Barlow, Asst. Deputy Comptroller.

Dear Sir:

This is in response to your letter of February 25 in which you say in part as follows:

"We are enclosing herewith copy of a contract between Schilling & Goldbecker, Architects and the Comptroller's Department of the State of Connecticut, which is representative of several contracts of a like nature between the State and other architects on similar projects and which have been consummated by the signatures of the principals involved, as well as the then Comptroller, Raymond S. Thatcher.

"It is my understanding that before these contracts can be called completed, they must be 'approved as to form' by the Attorney General. Before requesting that approval on your part, I would like an opinion from you as to the validity of these contracts."

Pertinent hereto are the following statutes. Section 30g of the 1943 Supplement to the General Statutes reads as follows:

"The comptroller shall have charge and supervision of the remodeling, alteration, repair or enlargement of any real asset involving an expenditure in excess of one thousand dollars. No officer, department, institution, board, commission or council of the state government, except the comptroller, shall, unless otherwise specifically authorized by law, make or contract for the making of any alteration, repair or addition to any real asset involving an expenditure of more than one thousand dollars."

Section 59g of the said Supplement provides in part as follows:

"No repairs, alterations or additions involving an expense to the state of more than one thousand dollars shall be made to any state building or premises occupied by any state officer, department, institution, board, commission or council of the state government, nor shall any contract for any construction, repairs, alteration or addition be entered into until the comptroller has invited bids thereon by advertisements inserted at least once in one or more newspapers having a circulation in each county in the state. The comptroller shall determine the manner of submission, conditions and requirements of such bids, and the time within which the same shall be submitted, and shall, within five days after the opening of such bids, award such contract to the lowest qualified responsible bidder."

It is apparent that the foregoing relate to contracts for the construction, repair or alteration of buildings, but do not apply to contracts for the

personal services of architects. The question is therefore whether, in the absence of express statutory provision, the Comptroller has the authority to engage architects for building construction.

It seems to us that, though there is no specific provision conferring upon the Comptroller authority to enter into contracts for architectural services, such authority exists by necessary implication. "Where a statute confers powers or duties in general terms, all powers and duties incidental and necessary to make such legislation effective are included by implication. Thus it has been stated, 'An express statutory grant of power or the imposition of a definite duty carries with it by implication, in the absence of a limitation, authority to employ all the means that are usually employed and that are necessary to the exercise of the power or the performance of the duty. . . . That which is clearly implied is as much a part of a law as that which is expressed.' The reason behind the rule is to be found in the fact that legislation is enacted to establish broad or general standards. Matters of minor detail are frequently omitted from legislative enactments, and 'if these could not be supplied by implication the drafting of legislation would be an interminable process and the true intent of the legislature likely to be defeated.'" Sutherland Statutory Construction, 3d Edition, Horack, Vol. 3, Section 5402, page 19.

In applying the foregoing rule to the matter before us, it becomes apparent that the Comptroller possesses implied powers in connection with his functions under Sections 30g and 59g. It becomes evident that things incidental and necessary in connection with advertising and bidding on a construction project may be acquired by him without express provision therefor. Since architectural plans and specifications are essential to bidding on construction work, it must therefore follow that the services of architects may be engaged by him.

It is therefore our opinion that the contract between the former Comptroller and Schilling & Goldbecker for architects' services was made pursuant to authority vested in the Comptroller under the statutes.

In passing, we wish to point out that you are correct in your understanding that these contracts must be approved as to form by the Attorney General. There is no question that the form of these contracts as well as of all other contracts entered into on behalf of the State must have the approval of the Attorney General. Subsection (f) of Section 54e of the 1939 Supplement to the General Statutes provides that "all contracts shall be approved as to form by the Attorney General and a copy of each contract shall be filed with the Comptroller." As there are no exceptions to this requirement, it is therefore incumbent upon each and every department to submit their contracts to this office for approval as to form before the same are filed with the Comptroller.

Very truly yours,

WILLIAM L. HADEN,

Attorney-General.

By JOSEPH A. HOFFENBERG,

Assistant Attorney-General.

REPORT OF THE ATTORNEY GENERAL

39

Section 726c of the 1953 Supplement to the General Statutes provides as follows:

"***State agencies, including the educational institutions, may exchange a limited number of***professional personnel and students with institutions of other states and other countries***and may pay the salaries of such personnel and may assign scholarships and grants-in-aid to***the exchanges. The authorized exchange of personnel and students need not be parallel and simultaneous."

Speaking of the forerunner of the section in question, we said in a previous opinion: "The essence of this statute calls for an exchange of students and faculty members. Where there is no exchange there is no compliance with this statute. In other words, the word 'exchange' in this act imports mutuality or bilateral promises, rights and duties." *Opinions of Attorney General, Volume 24, Page 315.* In accordance therewith, we held in said opinion that the bringing of a Chinese student to the University of Connecticut without a specific agreement of exchange with the institution of China from whence such student would come could not be interpreted as an exchange under the act.

The previous opinion is decisive of the instant matter. A foreign professor may not be engaged to teach in a State Teachers College except when it is under an exchange agreement with the foreign institution with which he is connected.

Again, Section 726c, which permits the employment of a foreign teacher on an exchange basis, creates an exception to the rule established by Section 348 of the General Statutes that "No position, except as herein provided, shall, at any time, be filled by the appointment of other than a citizen." *Opinions of Attorney General, Volume 22, Page 206.*

As an exception to the general rule, the provision in Section 726c must be strictly construed. "When a statute creates an exception to a general rule, it is to be construed strictly and its language is not to be extended beyond its evident intent." *Willoughby vs. New Haven, 123 Conn. 446, 454.* *Opinions of Attorney General, Volume 25, Pages 230, 251.*

In view of the foregoing, it is our opinion that a State Teachers College, having a member of its faculty as an exchange teacher to a foreign country with his salary being paid by a Fulbright Scholarship, may not engage the services of a foreign professor and pay that person's salary with State funds which normally would have been paid to the regular Teachers College professor, if the engagement of the foreign professor does not come within the purview of Section 726c of the 1953 Supplement to the General Statutes.

Very truly yours,

JOHN J. BRACKEN,
Attorney General

By: JOSEPH A. HOFFENBERG,
Assistant Attorney General

HIGHWAYS—LEASE—STATE

The requirement in Section 2226 as to the advice and consent of the Commissioner of Finance and Control is mandatory and not discretionary. Hence, a lease not made in accordance with the statute is not binding upon the State and may therefore be repudiated.

The State may repudiate a contract not let in accordance with the statute. A contract not let in the manner required by law is not binding upon the State.

April 15, 1955

HONORABLE ABRAHAM A. RIBICOFF
GOVERNOR OF CONNECTICUT
STATE CAPITOL
HARTFORD, CONNECTICUT

Dear Governor Ribicoff:

Re: Lease of premises known as 341 Trumbull Street, Hartford, Connecticut by the Highway Commissioner to its former owner.

Section 2226 of the General Statutes provides in part:

"The highway commissioner, with the advice and consent of the commissioner of finance and control, may sell, lease and convey, in the name of the state, or otherwise, dispose of, or enter into agreements concerning, any land and buildings owned by the state and obtained for or in connection with highway purposes or for the efficient accomplishment of the foregoing purposes or formerly used for highway purposes, which land and buildings are not necessary for such purposes."

It appearing that the lease in question, which consisted of correspondence between the owner and the Highway Department, was not made with the advice and consent of the Commissioner of Finance and Control, as provided in the statute, the question is—what are the rights of the State in view thereof?

"The state may repudiate a contract not let in accordance with the statute." 81 CJS, States, Sec. 122, Page 1113. "A contract not let in the manner required by law is not binding on the state." Id. Sec. 116, Page 1093.

"Powers conferred on a public officer can be exercised only in the manner, and under the circumstances, prescribed by law, and any attempted exercise thereof in any other manner or under different circumstances is a nullity." 67 CJS., Officers, Sec. 103, Page 371. "The acts of public officers are binding only when they act within the scope of their authority. While officers are presumed to have acted within their authority, statutes delegating powers to public officers must be strictly construed." Id. Sec. 102, Page 366.

"Sometimes contracts are required to be approved by designated officers, in which case a contract is not binding on the state until so approved, unless the requirement as to approval is merely directory." 81 CJS, §115, Page 1092. "Where authority is granted to public officers to do a thing in a certain way, the manner of doing the thing is mandatory, or jurisdictional, and a limitation on the authority of the officer, even though the doing of the thing in the first place may be discretionary." Sutherland Statutory Construction, 3rd Edition, Volume 3, Section 5808, Page 89.

In line with the foregoing, the conclusion is reached that the requirement in Section 2226 as to advice and consent of the Commissioner of Finance and Control is mandatory and not discretionary, and that the lease in question, not having been made in accordance with the statute, is not binding upon the State and may, therefore, be repudiated.

The foregoing would be equally applicable to other leases made by the Highway Commissioner without the advice and consent of the Commissioner of Finance and Control.

Very truly yours,
JOHN J. BRACKEN,
Attorney General

STATE FARM FOR WOMEN—OPERATIONS—INMATES

The Superintendent of the Connecticut State Farm for Women has the custody and control over inmates but has no right to authorize an emergency operation on an inmate against her will.

THOMAS J. MESKILL
GOVERNOR



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS
HARTFORD

March 4, 1974

MAR 3 1974

Commissioner Paul Manafort
Public Works Department
State Office Building
Hartford, Connecticut

Re: Proposed Lease of Phoenix
Building for Greater Hartford
Community College

Dear Commissioner Manafort:

I have completed my review of the entire process involved in the selection of a site and proposed lease for the relocation of the Greater Hartford Community College.

I have reviewed the opinions of the educational community, your staff and several legislators who have reviewed the matter with me and I have received an opinion from the Attorney General with respect to the present legal rights and obligations of the parties.

In the interests of maintaining the confidence of the public in the procedures involved in obtaining property for public use, I would direct you to reject all proposals which have been received as a result of your advertising on September 20, 1973 and to re-advertise for new proposals for solving the needs of the Greater Hartford Community College, emphasizing my preference for purchase as opposed to leasing of facilities where that is in the best interests of the State.

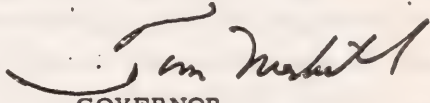
EXHIBIT 17

Commissioner Paul Manafort

March 4, 1974

The Greater Hartford Community College has been in poor quarters since 1967 and I have a great concern for the need to relocate that College to better facilities as soon as possible. I would, therefore, further direct you to expedite the procedures consistent with the requirements of law and to communicate fully your program with the educational community so as to bring about full accreditation at the earliest possible opportunity.

Sincerely,



GOVERNOR

TJM:rlk

2 cys

P.W.D. MAR 4 1974	<input checked="" type="checkbox"/>	Commissioner	<input checked="" type="checkbox"/>	Contract	<input checked="" type="checkbox"/>	Admin. File
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EXHIBIT 17

INTERVIEW WITH GOVERNOR THOMAS MESKILL
ON NOVEMBER 4, 1974

Attending this session were State Representative Dice, State Rep. Mannix, State Senator Joseph Lieberman, Atty. H. Wm. Shure, Atty. Richard Altschuler, Mr. Robert Leuba and Terry Mariani of the Governor's staff.

Mr. Leuba started off the meeting by saying that this informal conference should not be construed to be a waiver of the Governor's rights that he may later want to exercise. The Governor only recollected two involvements that he had with the State leasing program. One was concerning the Phoenix building and the other the forged lease at 535 Boston Avenue in Bridgeport. The Governor was asked when he first became aware of the Community College's need? He said that he couldn't remember specifically but the first time that he became involved with the whole issue was when there was a possibility of the Travelers giving the building to the State for free as a gift. He was told that the Travelers was trying to get rid of the building and would consider giving it to the State if they could get a tax consideration. They asked the Governor to help them get an evaluation from the Internal Revenue Service as to what value the IRS would attribute to the building if it were given as a gift to the State. Subsequently after this, the Governor found out that Travelers would not give the Phoenix Bldg. to the State as a gift. We asked if the Governor ever found out what the total cost of the building was valued at? He said that he never had.

He was then asked when the Phoenix came to his attention again. He said when the furor over the leasing began, Atty. General Killian raised the issue that the lease would cost too much in one of his speeches. The Governor didn't know about any specific negotiations with respect to this lease at the time. In fact, according to the Governor, he never learned about the specifics of any lease. He said that this was not within his domain but rather within that of DPW. The Governor then said that he gave a Press Conference at which ^{he} told the respective agencies of the State to go back and start the negotiations again due to the furor caused. He said that he didn't talk to Manafort, Carlson or anyone else in the leasing process at this particular time.

We asked him if he knew that the State was sold substantially less square footage than had been offered in the lease arrangement? He said that he knew this but that it was after the fact. We asked him if he had known that the State could have bought the building? He said "yes" but only when he told the respective agencies to go back and negotiate again. He said that he didn't remember if anyone with the State explored the possibility to buy the building before this time. He mentioned that he wasn't critical of Dr. Banks from Greater Hartford Community College in the way that he handled this affair.

We asked if he was aware that ~~SOMEONE~~ had recommended that the State buy the building from Schaefer and Gampel, without having them do the renovations? The Governor said that he was not aware of this fact. He also said that he never looked at the final deal although his aid, Mr. Leuba, looked at it along with DPW officials and Finance and Control. The Governor said that he even called Travelers again to see if because of the furor they would give the building to the State. However, Travelers said at this time that the building was already under bond for deed.

To sum it up, the Governor said that he had a two-fold involvement in the Phoenix Bldg. controversy. One is the fact that he was involved personally in the effort to get valuable property for the State in the form of a gift and two is the fact that when the controversy was fueled he intervened by telling the agencies to go back and try and negotiate in order to get the best deal for the State. He relied on his staff to decide whether all the sites were considered and whether the financial arrangements were reasonable.

*Is that partnership
liar's time?!!*

We then asked the Governor about his involvement with Mr. Mussman, Mr. Gampel, and Mr. Schaefer. We noted that there was a question of a conflict of interest that we felt had to be cleared up. At first the Governor said that he had no financial interest with these people. But later this was clarified to mean that he had no financial interest with Mr. Gampel and Mr. Schaefer. However, he was a joint owner of a building, and still in, with Mr. Mussman on the Silas Deane Highway in Rocky Hill. The Governor stressed that he was not a partner but just a joint owner in a common building. We asked

EXHIBIT 18

problems with the State. He said, "no", that he made sure that this building would never be leased to the State.

We asked the Governor if he has benefited in any way through his business relationship with Mr. Mussman or whether Mr. Mussman has benefited in any way through his business relationship with the Governor. The Governor answered "no". He admitted that he knew Mr. Mussman from New Britain.

The Governor said that the State should buy whenever it could and lease only when it was going to be a short term or when they knew that they didn't want the building forever. He also recommended that we should get rid of the capital budget and appropriate as we need to build or buy. He noted that leasing can be a way of getting around the capital budget. He also observed that there can be some justification to leasing (i.e. you don't have to borrow a lot of money). However, he said that overall it would be better for the State to buy the buildings in question.

The Governor said that he had no input with respect to decision making relative to leasing vs. purchasing on the Phoenix Bldg. With respect to the Waterford Highway Garage, we told the Governor that John E. Downes had been given an early tip and gave him the rest of the scenario (i.e. Commissioner Woods told Howard Dickinson of DOT to go with Mr. Downes to look at various sites in Waterford). We asked him if he was aware of this scenario. He said that he wasn't and that this was the first time that he was hearing about it. We observed that Downes was a relative of former State Chairman Gaffney and asked the Governor if there was ever any discussion between him and Judge Gaffney or between him and anybody with respect to this lease? He answered "no".

We then told him about the three Tomaso leases, outlining the matter of early information being given and the fact that the leases were extremely expensive. Also, we mentioned that Mr. Leuba when he served as Commissioner of Motor Vehicles stated directly his preference for the Winsted location. Specifically, we mentioned that in the matter of 160 Pascone Place, Newington, the land was sitting vacant for several years. Also, we mentioned that Comm. Manafort of

DPW told Commissioner Wood of Dept. of Transportation about that site. We asked him if he was aware of any of these circumstances and he said "no". When asked if he had ever told anyone to give Mr. Tomaso favorite treatment, the Governor replied "no". When asked if he could explain why these circumstances occurred with respect to these two lessors, the Governor replied that he couldn't given any explanation as he did not know. We asked him if he knew the DiNardo Brothers? He said that he didn't know them and didn't know what they leased. The Governor then remembered some fact about Norwalk Community College complaining that the facility wasn't right. He said that Stuart Smith of his staff knew something about this.

We asked Governor Meskill why he had abolished the Citizens Advisory Council? He said that he was not aware that there was one. At this point we explained to him the Council's function. He said that he never saw any Executive Order abolishing it. Upon check of our records, we noted that it was abolished by legislative action extending from a recommendation by the Etherington Report. We asked the Governor what he thought of such a group. He said that he would not be opposed to one.

We then asked him about the aborted Bridgeport lease at 535 Boston Avenue. He said that someone called the Governor's office about not being paid on the lease. He checked with Welfare who didn't know anything about this nor did Finance and Control nor the Attorney General's office. DPW didn't have a complete file so at this point he said that they called the State's Attorney, Robert LaBelle. It was Mr. LaBelle who realized that Perry Phillip's signature appeared to be forged. This led to the investigation. According to the feedback that the Governor got from the investigation, Mr. Thomas O'Mara got behind this paperwork and therefore rushed up the approvals by forging Perry Phillip's signature. Mr. Leuba said that the Welfare Dept. didn't even know about the lease. He also said that Welfare didn't know about a previous lease that was consummated at North Avenue, also with the L Group headed by Mr. Michael Licamole. Mr. Leuba then said that the Welfare Dept., after they found out about the lease, had entered the premises and found out that there was no heat. The Governor said that he only got a Prosecutor's Report and never had gotten a State Police Report. We asked the Governor if he knew a Mr. Rocco Louett? He said "yes" that he did know him when he was a

(more)

Congressman. We asked Governor Meskill if Mr. Lauretti had ever come to him about advise with respect to State leasing. The Governor said "no".

The Governor closed the interview with a general approach that he would take to leasing. First, he said that the question should be asked whether the property acquired by lease or purchase was really necessary? He said that the Dept. of Environmental Protection often takes land that he doesn't feel is necessary. Second, he said that if it is decided that the land is needed, it should be decided whether it should be leased or purchased. Third, he said that after all this is considered it should then be looked to see if any favoritism is being given.

We asked the Governor if he was familiar with any favoritism while he was in office and he said "no".

#

EXHIBIT 18

Colleges: Greater Hartford

GHCC Site Offer Missed by State

By THEODORE A. DRISCOLL

The new campus for the Greater Hartford Community College could have been bought for about the same it would cost the state to lease the property for four years, The Courant has learned.

James A. Stewart, senior vice-president of Travelers Insurance Cos., Tuesday confirmed rumors that the state declined an offer to buy the property for \$4.5 million last summer.

However, Gov. Meskill emphatically denied there had ever been a sale offer from Travelers when questioned at a press conference Tuesday afternoon. An aide later said the governor had been assured no such offer had been made.

The State Public Works Department has proposed to lease the property, the former Phoenix Building at 49-61 Woodland St., for \$1,104,000 a year.

Option Offered

After a year, the state could buy the building for \$8,560,000 or it could continue to lease and exercise the option to buy later at a lower price.

However, if the state did not buy the building, it would pay a total of \$27,600,000 rent over the next 25 years.

The lease agreement is with the S&G Co., which has a binding agreement to buy the property from Travelers for \$4.5 million.

S&G is a partnership owned by Atty. Allan Schaefer and Harry Gampel, Hartford real estate developers. Both have other leases with the state.

Tuesday it was learned that Atty. Gen. Robert K. Killian

ruled that the state is not bound to the lease agreement negotiated by the state Public Works Department.

Killian said, in a letter to Meskill, that until he, as attorney general, approves the lease it is not binding on the state.

Terms Cited

The letter also said the property could have been bought by the state for \$4.5 million and that the terms of the lease were exorbitant.

Release of the Killian letter prompted speculations Tuesday

See GHCC, Page 20, Col. 2

Earlier Meetings

He said there had been earlier meetings with state officials to discuss the possibility of Travelers giving the property to the state.

Stewart said McCann and Banks appeared disappointed at Travelers' decision not to give away the building.

"However, I thought it was perfectly clear that the state would have first crack at buying the building," Stewart said.

Gov. Meskill could not be reached late Tuesday. However, an aide said the governor had been assured that no offer was made by Travelers.

McCann told The Courant he could not be sure that an offer was not made at the summer meeting.

He quickly added, however, that both he and Banks were so disappointed to learn that the property would not be given to the state that they might not have noted such an offer.

"We were there to get the building for nothing," he said. "You have to see that meeting in its proper context."

Banks told The Courant he knew of no "official offer" although some prices were discussed.

Banks stressed that he had "nothing to do with price" and that he had been told that the public works department would

GHCC Site Was Available At Price Nearing Lease

Continued from Page 1

that Meskill might void the lease and that there would be pressure to oust Public Works Commissioner Paul J. Manafort and others who negotiate leases for the state.

Meskill had requested the building from Manafort when the state is legally committed to the lease.

However, he said at his press conference Tuesday that part of the Killian letter "deals with rumor."

In answer to a question, the governor said "there is no evidence that there ever was an offer" from Travelers to sell the property to the state.

He added that he had discussed the alleged offer with people at Travelers.

At one time, the governor had been assured no such offer had been made.

The State Public Works Department has proposed to lease the property, the former Phoenix Building at 49-61 Woodland St., for \$1,104,000 a year.

Option Offered

After a year, the state could buy the building for \$3,560,000 or it could continue to lease and exercise the option to buy later at a lower price.

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Asked if there was any question of incompetence in Manafort's handling of the lease, Meskill said "no."

Denies Pressure

He emphatically denied there was any pressure for Manafort to resign.

The Courant spoke with Stewart after the governor's press conference.

Stewart said the sale offer was made at a meeting in his office last summer attended by Deputy State Finance Commissioner Gerald McCann and Dr. Arthur Banks, president of the college.

Earlier Meetings

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"However, I thought it was perfectly clear that the state would have first crack at buying the building," Stewart said.

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He quickly added, however, that both he and Banks were so disappointed to learn that the property would not be given to the state that they might not have noted such an offer.

"We were there to get the building for nothing," he said. "You have to see that meeting in its proper context."

Banks told The Courant he knew of no "official offer" although some prices were discussed.

Banks stressed that he had "nothing to do with price" and that he had been told that the public works department would handle everything.

Retyped verbatim on February 13, 1975 by Senator Gunther's office.

Certified by

Richard P. Altschuler
Richard P. Altschuler, Deputy Counsel



DOCTOR GEORGE L. GUNTHER
DEPUTY MAJOR TV LEADER

890 JUDSON PLACE
STAMFORD, CONNECTICUT 06407

STATE OF CONNECTICUT
SENATE
STATE CAPITOL HARTFORD 06115

June 1, 1972

Governor Thomas Meskill
State Capitol
Hartford, Conn.

Dear Governor Meskill:-

For several years now I have been very critical of some of the policies of the State of Connecticut in "leasing" and have been very vocal about the need for a change. I have felt that the taxpayers of the State have been taking a beating, financially, on some of these leases. The procedure is not illegal, is not established by the legislature, but has been a policy of the Public Works Dept. with little or no opposition.

Just because the Democratic administration has established this policy, is no reason why the Republican administration should continue it. When I ran for office I pledged to try to eliminate the area of leasing that I am talking about; the giving of letters of intent, on a non-bid basis, for construction and leasing of state buildings. One of the examples I used several years ago was the item which appeared as a news story just last week, pointing out just one example of where 100% plus, financing was obtained with a certificate of intent for a state highway garage. The lessor then was given a 15 year lease which amortized the entire cost of the building within the first 8 to 10 years, giving 5 years of rent as a net profit and the building owned by the lessor. If the State then wished to purchase the building they could pay the lessor the original cost. An excellent business deal for the lessor, but darn poor business for the taxpayers of the State. Especially, when the equity of the state enabled the individual to finance and build the structure with little or no investment on his part.

A day or two after that news story, a small item appeared in the newspaper indicating that you were going to look into this matter of leasing. I would like to call to your attention some information, relative to leasing pending in the state, that I feel fits into this same policy and should be stopped. I understand that a Frank Downes is presently negotiating with the Public Works Dept. of the State of Connecticut to build, and lease, a State Highway Garage on Route 65 in Waterford. The State requirements are for a 12,000 sq. ft. garage with a 1000 sq. ft. salt storage bin, to be built on an 8 acre parcel of land. The ultimate lease will pay this lessor \$64,500.00 per year, for 15 years, at which time the State will have the option to buy the building for \$408,000. or continue to lease at \$42,000. per year.

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EXHIBIT 20



DOCTOR GEORGE L. GUNTHER
DEPUTY MAJOR LEADER

890 JUDSON PLACE
STAFFORD CONN. 06457

STATE OF CONNECTICUT
SENATE
STATE CAPITOL HARTFORD 06115

-2-

A) If my mathematics is correct the State of Conn. could end up paying \$967,500.00 for this lease over the next 15 years and at that time elect to purchase the building for \$408,000 or continue to lease at \$42,000. per year. This is a potential outlay of \$1,375,500.00 of taxpayers money. I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

It is my understanding that this lease is in the final stages of approval and I ask you to take what steps are necessary to stop this contract. In addition, I feel a complete review of any other pending leases, of this nature, be reviewed and a new sensible policy, including opening these leases up to public bid, should be initiated by the Public Works Dept. on any state building need. If my memory serves me well, we are presently paying out seven million dollars per year on leases in the state. Not all of them are this type of "boondoggle" that we have inherited. On the other hand I don't think we should add to this unsound, abusive practice.

I had hoped that with a change in administration that we would see the end of this type of leasing in Conn. but I cannot sit idly by and allow a practice that I feel is wrong continue. Inasmuch as the Public Works Dept. is a branch of the executive, and is answerable to you, I would ask that you take immediate action to stop any leases of this nature.

Very truly yours,

Dr. G. L. Gunther

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EXHIBIT 20

THOMAS J. MESSELL
GOVERNOR



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS
HARTFORD

December 13, 1974

Senator Joseph Lieberman
Representative Richard Dice
Co-Chairmen, Subcommittee on Leasing
Appropriations Committee of the
General Assembly
State Capitol
Hartford, Connecticut

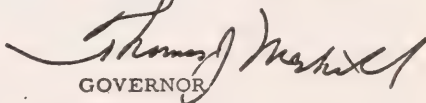
Gentlemen:

The meeting of May 23rd concerning which Senator Gunther testified today, did in fact take place in my office at 11:30 a.m.

While my recollection of what occurred and what was said at the meeting differs from his, it is clear from Senator Gunther's testimony and the records of the State of Connecticut that the meeting took place 4 days after the contract for the Downes lease was finalized.

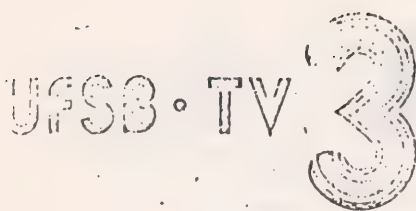
I appreciate the opportunity to respond to the testimony of Senator Gunther and I wish the members of the Committee to know that I stand by all previous statements I have made to the Committee.

Sincerely,


GOVERNOR

TJM:k

EXHIBIT 21



POST-NEWSWEEK STATIONS, CONNECTICUT, INC.
 BROADCAST HOUSE 3 CONSTITUTION PLAZA
 HARTFORD, CONNECTICUT 06115 TEL: 525-0601

WFSB EDITORIAL

April 25 & 26, 1974

A New Britain Republican named Angelo Tomasso stands to make about three million dollars over the next twenty years by leasing a four hundred and twenty-thousand dollar building to the State of Connecticut.

By coincidence, if coincidence is the word, the lease is being arranged by Public Works Commissioner Paul Manafort, who is also a New Britain Republican, as is the man who appointed Manafort, Governor Thomas Meskill.

This chummy arrangement, whereby lucrative leasing deals are awarded to the party faithful, goes back at least to the Democratic Administration of Governor John Dempsey. But it has been brought to full flower by the Meskill Administration. And we think it is time it was brought to a halt.

A committee of the General Assembly has voted to investigate leasing deals since 1960 and report back in January. The investigation should come up with enough horror stories involving deserving Democrats and Republicans to force reforms.

But in the meantime, we ask the Governor to take a second look at the leasing arrangement between Mr. Manafort and Mr. Tomasso to determine if it really is the best deal his Administration can make for Connecticut's taxpayer.

EXHIBIT 22

Senator BURDICK. Are the representatives of the American Bar Association in the room?

If so, will they approach the witness table?

**TESTIMONY OF LAWRENCE E. WALSH, PRESIDENT-ELECT,
AMERICAN BAR ASSOCIATION, AND EDWARD M. SHAW**

Mr. WALSH. Mr. Chairman.

Senator BURDICK. Since the Governor was sworn at the preceding hearing, we will swear all the witnesses this time too.

Do you swear that the testimony you are about to give is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WALSH. I do.

Mr. SHAW. I do.

Mr. WALSH. Mr. Chairman, I would like simply to bring the committee up to date with what has happened and then turn the testimony over to Mr. Shaw, who has, at the request of the American Bar Association and the Association of the Bar of the City of New York, followed up on the leasing investigation of the General Assembly of Connecticut. At the last session we were awaiting the appendix. Thereafter—

Senator BURDICK. Would you state your name for the record?

Mr. WALSH. Lawrence E. Walsh, president-elect of the American Bar Association, and this is Edward M. Shaw, a lawyer, of New York.

The American Bar Association's Standing Committee on the Federal Judiciary and the Committee on the Judiciary of the Association of the Bar of the City of New York appointed a joint subcommittee to conduct a further investigation in Hartford. This was done in order to avoid duplication. The acting chairman of the American Bar Association's Standing Committee on the Federal Judiciary is Mr. John Sutro, who is here if he should be wanted, and the chairman of the Association of the Bar of the City of New York Committee on the Judiciary is Judge Arnold Bauman, who is also here, should you want him. They are the two chairmen who have transmitted to this committee of the Senate the joint report of the American Bar Association and the Association of the Bar of the City of New York.

As I say, in order to do this work, a joint committee was appointed consisting of Mr. Leslie Arps, a lawyer of New York, Mr. Sheldon Elsen and Mr. Bernard Nussbaum. Mr. Elsen and Mr. Nussbaum were representatives of the Association of the Bar of the City of New York. Mr. Arps is acting for the American Bar Association in place of Mr. Connelly, the second circuit member, who is out of the country. Mr. Elsen is here to speak for the joint subcommittee, if his testimony should be requested.

The subcommittee retained Mr. Shaw to do most of the work in Hartford. Mr. Shaw is a former assistant U.S. attorney. He was head of the strike force on organized crime in the second circuit. He recently resigned and has opened his office for the practice of law in New York. He was assisted by Miss Joan Secofsky, who is sitting in the front row, and Mr. William Pollard, who is sitting next to her, two young lawyers from New York firms who worked with him.

The report which you have received is very largely their work, and, from the examination of it which we have made, it seems to us to be a

very responsible discharge of the undertaking which was committed to them.

As you will remember, Mr. Chairman and members of the committee, when we were here last we spoke tentatively, on the basis of information which we had received. This report verifies the information to the extent that it can be verified without the power of subpoena. The appendix which was received from the general assembly subcommittee on leasing listed a number of leases executed both before Governor Meskill's administration and during it.

The group which undertook this investigation, using the limited time at their disposal, concentrated on the Downes lease, which we referred to last time, and on the acquisition of the Phoenix Building by the State of Connecticut, which we also referred to briefly in our last testimony.

To the extent that they could, they also went into a series of leases by a man named Tomasso to the State of Connecticut. In all of these areas I think we can say there was a showing of a prejudgment as to the lease which was ultimately granted. In each case the State Department responsible for leasing really had selected the lease site before each lease was advertised, and, in many cases, the property ultimately leased had not been acquired by the lessor until after this decision had been made. The question then is: Did the Governor know about this, or was it a hidden fact? From the report, we believe that you will see that the Governor knew about it in different ways.

First, he was told about it by Senator Gunther.

Second, Senator Gunther wrote him and described the Downes lease.

Third, there was a brief public hearing by the Connecticut Public Assembly Legislative Committee regarding the Downes lease.

Fourth, there were adverse comments regarding one of the Tomasso leases in a radio editorial.

Fifth, as to the Phoenix Building, the question is whether the Governor knew before the building was either leased or acquired that it could have been bought for $4\frac{1}{2}$ million when, in fact, it was ultimately acquired for \$7.3 million. This report sets forth the documentary evidence, letters to the Governor and resolutions by the Board of Higher Education of Connecticut, all of which support the strong inference that the Governor, did, indeed, know.

On the basis of this report, the position of both associations has hardened against the Governor. We feel that on the record as it now stands it would be inappropriate to confirm his nomination, not only on the basis of lack of professional qualification which we have established in the past, but because of the evidence of favoritism in State leasing, which apparently came to his attention and which has not yet been adequately explained.

I might say Mr. Shaw can give you the details, but every effort was made to give the Governor the opportunity to explain these transactions and to give others involved in these transactions an opportunity to explain, and these opportunities were rebuffed. The Governor and most of the State officers, not all of them, but most of them, and those who were most intimately involved in these transactions, declined to talk to the representatives of the associations.

To us this, again, is a matter of concern, that a person seeking the high office of Federal judge would be loath to explain any transaction of which he might have knowledge. So, on all of those grounds, both associations urge that this committee vote not to approve this nomination.

I yield now, unless you have questions of me, to Mr. Shaw who can tell you in greater detail of the investigation.

Senator BURDICK. Does this opposition continue to be unanimous?

Mr. WALSH. Yes, it does, Mr. Chairman.

Mr. SHAW. Mr. Chairman, our inquiry in Connecticut involved interviews of some 24 persons involved in the leasing transactions to which Judge Walsh has referred. It also involved an examination of the leasing subcommittee's appendix which was made public on February 15 of this year, and an examination of whatever relevant documents we were able to obtain in the course of our inquiry.

Our focus, of course, was on the question of whether Governor Meskill was aware of these largely undisputed leasing abuses and whether he condoned them if he was. As our report has indicated, we believe that the facts strongly suggest that Governor Meskill was aware of some of the principal leasing abuses and that he did nothing to stop them.

I have to emphasize, though, as Judge Walsh has already, that 12 of the key witnesses, including Governor Meskill himself, who could have described to us their knowledge and participation in these matters, refused our request to interview them. That does mean that our report is an incomplete one, but the fact that these people would not consent to being interviewed also causes us grave concern that there may not be innocent explanation on the question of the Governor's awareness of some of these abuses.

What I would like to do in the next few minutes, if I may, is to go through some of the specific points that seem to me to be important in connection with these leasing abuses and with the question of the Governor's awareness of them.

Let me start with the Downes lease, about which this committee has already heard a number of facts. The Downes Construction Co. was a New Britain firm, owned and run by Frank Downes and his son, John E. Downes, both of New Britain, Connecticut. It now has a substantial lease for a highway garage in Waterford, which it obtained in negotiations in 1972 and in a lease signed in September of 1973. I think the following facts are beyond dispute about this lease.

First, that Governor Meskill has known the Downes family for years. Indeed, I believe that in his biography, submitted to this committee, Governor Meskill indicates he was associated in law practice with John F. Downes, the brother of Frank Downes, the owner of this firm, from 1956 to 1960 in New Britain.

Brian Gaffney, the former Republican State chairman in Connecticut, and a person who has been a close aide of Governor Meskill for years, is the nephew of Frank Downes, the owner, and the cousin of John E. Downes, a vice president of the Downes firm. It is a matter of record now, not disputed by Mr. Gaffney, that in early 1971 he called the commissioner of transportation, Commissioner Wood, and

told him that the Downses would like to have a State lease. It also seems to be beyond dispute that not long after that, Commissioner Wood, of the Transportation Department, had a man named Howard Dickinson, his aide in that department, conduct an advance site selection with the Downses, that is, go out and agree with them on a site.

That was the first time in 40 years that Dickinson had been asked to do something like that. It appears to be undisputed that that was an entirely improper procedure, because the way it was supposed to work was that an agency which wanted to lease space was supposed to contact the Public Works Department and ask them to go out and find out what the space would be. Also, the State Leasing Subcommittee has come to the conclusion that the rent paid on the lease that was finally signed on that very property was excessive.

The names that I have mentioned to you so far, the key names in that transaction, are Frank Downes, John E. Downes, Brian Gaffney, Commissioner Wood, and Howard Dickinson. Not one of those persons was willing to be interviewed by us in connection with those transactions and the question of what knowledge Governor Meskill had of them.

It is also undisputed that on the 1st of June 1972, a State Senator in the State of Connecticut named George Gunther wrote a letter to Governor Meskill—which I believe all of you have, it is an exhibit in our report—in which he specifically called the Governor's attention to the Downes lease, urged that it was abusive, it was excessive in amount, and asked the Governor to investigate that lease and, indeed, to stop it. That was a letter written some 15 months before that lease went into effect.

So, at a minimum, it does appear clear that on June 1 of 1972, Governor Meskill was aware that a lease to men whom he knew and who were close relatives of the Republican State chairman was being challenged by a responsible State officer as being abusive, as being excessive, as being something which the State should not tolerate. I think it is also undisputed that Governor Meskill did not take any step whatsoever upon the receipt of that knowledge to investigate or stop that lease.

Governor Meskill has never testified as to any explanation he may have for that. I may add that the explanation which he has given informally to the State leasing subcommittee, that he did not act because he thought that since a commitment letter had been signed 11 days before, he was powerless to stop that lease, does not seem to us to be an explanation which is consistent with the facts.

What else is there to which we urge that the Senators of this committee draw their attention on the Downes lease? There is one other thing.

Senator Gunther has testified, under oath, before the State leasing committee, that a week before he wrote the letter, to which I have just referred, on May 23, 1972, after trying to make an appointment for some 10 days through the Governor's aide, John Doyle, he, Gunther, had a meeting with Governor Meskill, and Senator Gunther has testified, under oath, that he went to the Governor, that he complained about the Downes lease, and that the Governor asked him, in substance, whether he, Gunther, was doing the Democrats' dirty work, Gunther being a Republican.

Governor Meskill has not testified about that meeting, but he has, informally, with the staff of the leasing subcommittee, denied that there was any such conversation. He has said that the meeting took place, and I think I fairly characterize his explanation of it by saying that he has said that Gunther came in, said that the Governor had a problem in one of the agencies in his administration, that the Governor asked him what that problem was, and that Gunther said to him that he could not or would not tell him what the problem was, and that that was it and Gunther left the office.

We question whether that is a credible explanation and we urge this Committee to hear both Senator Gunther and Governor Meskill to the extent that that conversation is important on the question of what Governor Meskill knew.

Let me turn to the three Tomasso leases. Angelo Tomasso is a New Britain resident, who owns a firm called Riverview Realty, and who entered three substantial leases totaling an annual gross rental of over \$400,000 with the State of Connecticut during the administration of Governor Meskill.

I think it is undisputed that Angelo Tomasso is a friend of Governor Meskill and that he is the next door neighbor of Brian Gaffney. I think it is also undisputed that two of the three leases which Angelo Tomasso's firm had with the State during Governor Meskill's administration involved the same kind of improper procedures, that is, advance site selection, by the same fellow from the Department of Transportation, Howard Dickinson, as was involved in the Downes lease.

The third of those leases involved a situation in which the then-commissioner of the department of motor vehicles, and subsequently the counsel for the Governor, a man named Leuba, suggested that the department of motor vehicles office, formerly in Torrington, Conn., should, when that lease ran out, be placed in a building to be built by Angelo Tomasso and leased to the State in another town. We have not conducted, obviously, any independent examination of the value of these leases or the cost involved.

I think it is relevant to note that the State leasing committee has concluded that the rental on one of the three Tomasso leases is excessive, and on another of the three leases Tomasso and his controller, John LePore, grossly overstated—and that is a quote—the renovation cost on that lease to the committee in the course of its inquiry.

The important people I have just mentioned on these particular transactions—Angelo Tomasso, his controller John LePore; Robert Leuba, the Governor's aide; Howard Dickinson, the man who conducted the advance site selection—again, Senators, those key people on that particular series of transactions have all declined to be interviewed by us in connection with them.

I think it is undisputed that although the letter which Governor Meskill received on June 1, 1972, urged Governor Meskill to look into not only the Downes lease but all other build-lease type situations that Connecticut might have, because Gunther was charging that they were all being done improperly, that Governor Meskill never made any inquiry concerning the Tomasso leases.

I would like to call to your attention that we were told by Robert Killian, the Lieutenant Governor now and formerly the attorney

general, that it is his memory that he sent a letter to Governor Meskill in the spring of 1974 concerning the third Tomasso lease, the Newington Office Building lease, complaining about that lease before it was signed. We do not have a copy of that. We asked the now-attorney general of the State of Connecticut to make available to us any correspondence on that subject, and he said that he felt there might be executive privileges which would inhibit his being free to turn those over, so he did not give us access to those. I do not even know, as I sit here, that they exist; I am reporting Lieutenant Governor Killian's memory. But we would ask this committee that it request of Governor Meskill that he waive any relevant privileges that he might have with respect to any such correspondence so that the committee might have it to the extent that it is relevant about Governor Meskill's awareness.

Finally, let me turn to the Phoenix transactions. We spent a great deal of our time in Hartford trying to conduct interviews and gather documents on the subject of the Phoenix transactions, and I think that we have a good deal more information on that subject than was before the committee on January 23, 1975.

The Phoenix transactions occupy the first portions of our report. Very briefly, the facts, as we understand them, are these. The Greater Hartford Community College, a state-owned college, was in real trouble in 1969 and 1970, because it did not have good facilities. It had been housed in an old warehouse or factory building. Its accreditation was in jeopardy. In 1972, Travelers Insurance Co. started having some discussions with the State to try to solve that problem. The Travelers owned a large, quite modern, built in 1952, building on 15 acres of land near downtown Hartford, which it had acquired in a merger with the Phoenix Insurance Co. The building was of no use to the Travelers. They had had it on the market for from \$10 million to \$8 million and had not had any people buying it.

The Travelers discussed giving that property to the State, and their hope was that they could get a favorable ruling from IRS to get a suitable tax deduction. In June of 1969 the Travelers concluded that they could not give that property to the State. At a meeting with two State officials they told them that. We have been told by Vice President James Stewart and a Vice President Montgomery of the Travelers that at that meeting they made a specific offer to State officials Arthur Banks, the former head of the Greater Hartford Community College, who has also refused to be interviewed by us, and a man named McCann. They told them that they would be willing to sell the building to the State for \$4½ million, its then book value.

It appears to be absolutely undisputed that the State of Connecticut never did anything whatsoever to follow up on that offer. It also does appear, I should say, perfectly clear that that offer was made. Not only have Mr. Stewart and Mr. Montgomery told it to us, but our report, I think, at pages 15 through 19, lays out a number of State documents made contemporaneously which demonstrate that that offer was made.

In any event, it was not taken up in any way. In August of 1973, a man named Bernard Mussman comes into this set of transactions. I think the Senators have heard Mr. Mussman's name. Mr. Mussman is a co-owner with Governor Meskill, with Governor Meskill's

department of public works commissioner, Paul Manafort, and with some other people, of a building in Weathersfield, Conn. Mr. Mussman is a real estate broker from New Britain.

In August of 1973, Mr. Mussman brought together two Hartford realtors who did not know each other before, Harry Gampel and Alan Schaefer. Shortly thereafter, instead of the State in any way taking up the \$4½ million offer made by Travelers, Schaefer and Gampel took an option to purchase the Phoenix property from the Travelers for \$4½ million. That option was taken 2 days before the State made it known that they were interested in leasing that property for the Greater Hartford Community College, and that option states in its terms that the offer made by Schaefer and Gampel is conditional upon their being able to lease that property to the State.

The Travelers took their option and, thereafter, Schaefer and Gampel entered into negotiations with the State to rent to the State the property that they were going to buy. They entered into a lease which would have called for \$1.1 million of rent per annum, with an option to the State to buy the property for \$8½ million after the first year.

In early 1974 when that lease came to Attorney General Killian in the normal course for his signature, he declined to sign it and wrote a letter to Governor Meskill saying that the lease was abusive, that the rent was excessive, that it was a colossal amount of money for the State to be paying. Very shortly thereafter Governor Meskill gave instructions that the lease should be canceled, that it should not be signed by the State. So the State did not pay that rent. Shortly after that, the State in fact purchased that property, renovated, for \$7.2 million from Schaefer and Gampel.

Now what is significant about all of this? What are the questions that all of this raises?

It raises a series of questions that cause concern to us and for which we have no answer. It raises the question of whether there may have been favoritism in the failure of the State to take up the offer by the Travelers, with Schaefer and Gampel coming in, and just before the State made known that they were considering the possibility of leasing, taking an option on the property, and then entering into negotiations for rental, which rental was later determined to be excessive. We do not know the answers, but we suggest that they are very serious questions and, again, we have not been able to talk to some of the important people involved: Mr. Manafort in the Department of Public Works, Mr. Banks, and the Governor himself.

There is another thing which concerns us a lot about this transaction. As I have said, it appears to be crystal clear that the State was given an offer, that the Travelers did offer to sell the property to the State for \$4½ million. There are a number of documents which demonstrate that really to a certainty.

On the other hand, Governor Meskill and a number of State officials, Commissioner of Public Works Manafort included, have since denied that they were ever aware that the State ever had the opportunity to buy that property for \$4½ million.

The facts seem to show that Governor Meskill knew perfectly well that the opportunity existed. We have in our report two letters that were written to him in July and September of 1973, which say: Governor, you can buy this property for \$4½ million, please go out and do it.

As I have indicated, at a later time Governor Meskill has said he was never aware of the possibility to make that purchase. We urge that there should be some explanation of that.

In summary, then, the three series of transactions that concern us most here are the Downes lease, the Tomasso leases, and the Phoenix transaction.

If the Senators have any questions about the facts and about our report, I would be happy to try to answer them.

MR. WALSH. Mr. Chairman, I could summarize this chronologically for the committee now if that would be helpful; or would you rather question Mr. Shaw now, whichever way.

Senator BURDICK. We will question both of you when you are concluded.

MR. WALSH. All right.

In 1970 Governor Meskill was elected Governor. His campaign chairman was Mr. Gaffney. His friend in New Britain was Mr. Manafort. Mr. Gaffney became Republican State chairman. Mr. Manafort became first deputy commissioner of public works and then commissioner of public works. As commissioner and deputy commissioner he had responsibility for State leases. Early in 1971, the first year of Governor Meskill's administration, Mr. Gaffney, the Republican State chairman, went to Commissioner Wood, the new commissioner of transportation whom Mr. Gaffney had recently interviewed for that post, and said my uncle and client, Mr. Downes, would like to lease some property to the State.

Wood assigned a career employee to take Mr. Downes' son out and look around for suitable property. Mr. Downes did not own any property at this point. They picked suitable property, property that could be used for the department of transportation garage. Mr. Downes then got an option on it and subsequently leased it to the State at a rent which the Connecticut General Assembly subcommittee has said is roughly double the going price.

Senator Gunther was told about this by an anonymous informer. He had long been concerned with State leasing practices, and he went to Mr. Gaffney. Senator Gunther was a Republican, the deputy minority leader of the senate. He went to his Republican State chairman, Mr. Gaffney, and said, is this true what I have been told? And Gaffney in essence confirmed that it was true.

And he said to Gaffney, well, you have to stop this. You cannot go forward with it. And Gaffney, after a few days, said, I am committed and I am going ahead. Senator Gunther then said, I am going to the Governor. Now this is the minority leader of the senate. He went to see Mr. Doyle and asked for an appointment with the Governor. Mr. Doyle was liaison between the Governor and the senate. He says that he told Mr. Doyle in no uncertain terms what this was about.

Mr. Doyle in his testimony in Connecticut said he may have done so. Mr. Doyle was not clear in his recollection. But it is all set forth in quotations in our report that he may very well have done this.

Then after waiting a period of days to see the Governor, during which period this letter of commitment was given to Mr. Downes, he went back to Mr. Doyle and said, unless I get to see the Governor promptly, I am going to the press. And within a few hours Mr. Doyle said to him, we can arrange for you to see the Governor in 3 or 4 days.

He then went in to see the Governor. He says he told the Governor in no uncertain terms about what I believe he called a ripoff in the Downes lease. The Governor says he came in to see me, he said he had some vague complaint, but he would not tell me what it was.

Now Governors and legislators that I have known do not act like that. When a man waits days to see the Governor, when he has already told the Republican State chairman, when he has already told the Governor's liaison, why would he suddenly become secretive when he finally sees the Governor himself? And if he was secretive, why did he write a letter to the Governor within 10 days in which he lays it all out in writing?

So what we do not understand as Bar Association committees is how can the Governor stand on the statement which he gave to the General Assembly Leasing Subcommittee? It just does not ring true.

Now after this there was a hearing projected by Senator Gunther, a brief, 1-day hearing on leasing in Connecticut, and as a result of that, legislation was introduced to require a 60-day waiting period, I believe, after the advertising of leases. Governor Meskill, it seems to me, in his testimony here the last time, suggested that he should be credited with that. That was entirely a proposal that came from the opposition, which indeed he did not veto; he signed. The instigation of it seemed to be from the opposition.

But at the very period of this subcommittee, this brief hearing and the consideration of this legislation, the Tomasso leases were going forward in which the same practices were being carried out. The favored man, Tomasso, was being taken out ahead of time, selecting this site, and then acquiring it and leasing it to the State. The State does not lease it from the existing owner; they let Tomasso get it first.

At least two of these three leases were rushed through before the new legislation took effect, just as the new legislation took effect. The Downes lease started in 1971, and the letter of commitment was issued in May of 1972. It did not become final until over 1 year later because Downes had to build a garage. And it is our understanding that the then attorney general was of the view that the State may rescind a letter of commitment. There may be some question as to intervening damages. For example, if a letter of commitment is given and a man spends money on a site to improve it, the State may be liable for the intervening improvements, but not for lost profits because the lease has not yet been executed. These formalities mean something.

Now, what happened here in the Downes lease? The letter of commitment was given in the middle of May. Senator Gunther saw the Governor before the end of May and wrote him, I believe, in the first week of June. So any intervening damages would have been negligible.

And, of course, the Governor never took the trouble to ask the attorney general whether or not he could rescind that letter of commitment.

The Tomasso leases go forward between 1972 and 1973, and then in 1973 we come to the Phoenix transaction. All of this has gone before, and the Governor is now, one way or another, we think, fully alerted to the problem of State leasing, and here comes the opportunity, now, to buy the Phoenix Building. The Travelers Insurance Co. had merged with the Phoenix Insurance Co. and it had an extra headquarters building which it no longer needed. It would have been ideal for the Greater Hartford Community College. This is all agreed. Having failed to get it as a gift, as Mr. Shaw said, Travelers offers to sell it at its book value, and it actually brings out its ledgers and shows them to the State officials to show how the price of approximately \$4½ million is arrived at.

But they do not take it. They let it go, again to intervening owners, Mr. Gampel and Mr. Schaefer, who are brought together by this man Mussman. They acquire it at \$4½ million, the same price for which the State could have gotten it, and then offer a very expensive lease on that property, which the attorney general revolts at and says I will not approve this lease. Then they sell it to the State at \$7.3 million.

Now there are intervening improvements but they will not let us see their cost figures. We have no way of saying to what extent that eats up the difference in between. But this is a 75-percent jump in price between the time that Mr. Gampel and Mr. Schaefer got this building and the time that the State gets it. In our report there are excerpts of letters from the Commission on Higher Education to the Governor, asking him to go forward and buy this property, and one of those letters says it is available at \$4.5 million. The Governor himself acknowledges this letter and then subsequently denies that he knew it was available for sale.

When the attorney general turned down the lease, he said you could have bought this property at substantially less than that. The Governor said I dispute your facts as to whether we could have bought it at substantially less than that. Then he and Mr. Manafort and others denied that this property was available for purchase by the State. The man who says it was available is a vice president of Travelers. In addition there are resolutions adopted by the Commission on Higher Education authorizing the purchase. The executive director of the State agency responsible for the Community College says that the facts as to the offer were fully presented to the Commission and the Commission then, within 3 or 4 days, adopted a resolution authorizing the purchase. These resolutions were forwarded to the Governor and they are referred to in a letter which he acknowledges. So on the basis of the Governor's prior exposure to this problem—the Downes lease and the public hearing on Senator Gunther's concern—and now the Phoenix transaction, we suggest there is more here than can be ignored. If there is to be a convincing explanation of it, that is one thing. We tried very hard to find one. The last thing in the world we want to do is to suggest reprehensible conduct. But the persons concerned will not talk to us.

It is on the combination of this cumulative series of facts plus the unwillingness to explain that we take the position that in addition to a lack of professional training and experience, which we have already presented to this committee, we believe that there is now a lack of candor shown which is unfitting for a person who would be appointed to a Federal judgeship.

Senator BURDICK. Thank you very much, both of you, for your testimony this morning.

Senator Hruska?

Senator HRUSKA. Mr. Chairman, I should like to defer for a few moments to Senator Scott who has another engagement of an official nature, after which I would like to ask a few questions.

Senator SCOTT. Thank you, Senator Hruska.

I will refer most of my questions at this time other than to comment that on the very first page of the bar association statement of March 3, this statement appears: "We submit that their refusal to discuss these transactions demonstrates a lack of candor and is in itself an indication of their awareness of wrong doing." So the American Bar Association has introduced for us an entirely new rule of evidence, that whatever reason witnesses, or persons who might have been witnesses, have, whatever other inquiries might be going on in the state or in this committee, that the refusal to talk to the bar association is treated as in itself evidence of wrongdoing. I can hardly accept that position, but I will go into that question later.

Last Sunday in the Waterbury Republican there appeared an editorial on Governor Meskill's nomination. Now this paper has long insisted that the Governor's role in leasing procedures be cleared up before he is confirmed—and indeed I believe that he should be willing to again put himself under oath, and if Senator Gunther, the principal complainant who is also defined as a chronic complainer, wishes to testify, he should do so promptly and not be a party to further delays in these proceedings which began last September. During the last 6 months of the Governor's term, this newspaper frequently took strong editorial positions against the Governor on several issues. Now, here is the editorial, and this is the way a reporter in the State of Connecticut looks at something which is presented to us in an altogether different light down here.

The title is "Leasing Report Lacks Facts." It is by Greg Chilson, Waterbury Sunday Republican, March 2, 1975, dateline State capitol. [The article referred to follows:]

[From the Waterbury Sunday Republican, Mar. 2, 1975]

LEASING REPORT LACKS FACTS

(By GREG CHILSON)

STATE CAPITOL—If the report of the legislative subcommittee that looked into state leasing procedures is the only thing between former Gov. Thomas J. Meskill and his appointment to the U.S. Court of Appeals, there will shortly be a new face on the bench of the federal court on Foley Square.

The report assumes and presumes, implies and just plain lies, proving nothing more than the state had a sloppy, patronage-oriented procedure for leasing space.

It says Meskill told an aide—that Sen. George L. Gunther, R-Stratford, complained to the ex-governor about a lease that went to Frank E. Downes, New Britain, uncle of then Republican State Chairman J. Brian Gaffney.

It misquotes the aide, John Doyle, to prove the point.

The report says Chester Zaniewski, former chief of the leasing division of the Public Works Department, formed a partnership with Henry J. Dodd, one of the lessors holding a lease the investigators said should be cancelled or renegotiated.

Zaniewski never was a partner with Dodd in anything.

It says James J. Casey, former state comptroller and consumer protection commissioner, secured two mortgages on a highway garage in Thomaston in which he and Dodd were partners but that Casey didn't sign either mortgage.

Again, not true. Casey obtained the first mortgage and signed it. Dodd alone got the second mortgage. The report implies that Casey wanted to hide his role in the transaction.

The report says former Sen. William Powanda, R-Seymour, testified that Frank DiNardo, a developer, "dangled bait" to get the senator to swing the lease deal for a State Labor Department office in Ansonia to a firm in which DiNardo was a partner. It said DiNardo previously testified that he didn't approach any elected official about the lease deal. Then it says "Mr. Frank DiNardo was not present when Senator Powanda testified before this subcommittee. Consequently he was not called back to the stand to respond to Senator Powanda's remarks." Why not? Here was a discrepancy in testimony and what better way would there be to clear it up?

The report says that former Gov. Meskill should have known that Frank E. Downes "had obtained a lease based on early information which was in violation of the established leasing procedures." It says: "Governor Meskill and Senator Gunther met on May 23, 1972 for approximately ten minutes. The senator mentioned the Downes lease specifically to the governor to which the governor is said to have remarked 'What is wrong with it?' The governor then asked the senator what he would do if the lease were approved. Senator Gunther replied that he would 'go public.' Governor Meskill retorted 'What? You're going to do the Democrats' dirty work?' Senator Gunther responded that he 'didn't consider it dirty work.' The governor at this point said that he would look into the lease."

This appears to be a direct statement of something that happened and that there was proof that it happened. The problem is that there is no such proof. The comments omit the one ingredient that would have put them in proper perspective. The report should have said that Senator Gunther said he did this or that and that Senator Gunther said the governor said this or that. Meskill flatly denied that he ever talked with Gunther about the Downes lease or any other lease. This is noted on the next page after the reader of the report is told that certain things happened and certain things were said—without the qualification that Senator Gunther told the subcommittee that they happened and were said.

Senator Gunther also testified that he told U.S. Sen. Lowell P. Weicker, R-Conn., about the Downes lease but that Weicker denied this under oath, the report notes.

Then, attached to this section of the report is a letter Gunther wrote Meskill on June 1, 1972—nine days after the May 23, 1972 meeting between Gunther and Meskill. In the letter Gunther tells of a news story outlining a lease deal in which a lessor negotiated so good a deal, he would pay off his investment and make a net profit after just seven to ten years. Gunther notes the article was in a newspaper "just last week."

Then the senator says: "I would like to call to your attention some information relative to leasing pending in this state that I feel fits into this same policy and should be stopped." He goes on to outline the Downes lease deal. There is no mention of the May 23, 1972 meeting.

The report tells us that Gunther and Meskill talked "specifically" about the Downes lease on May 23, 1972.

Then the letter tells us that some time after May 23, 1972, Gunther reads about a bad lease deal and tells Meskill he knows about another one involving Downes.

Come off it, Charley, it just doesn't hang together. Meskill may not get the jugheship but it will be something other than the leasing report that does him in.

Senator Scorr. Here we come to the most important part of the editorial:

Senator Gunther also testified that he told U.S. Senator Lowell P. Weicker, Republican, Connecticut, about the Downes lease but that Weicker denied this under oath, the report notes.

So again you have a denial of Gunther's statement by Governor Meskill and by our colleague, Senator Weicker. Yet this whole case really rests on, or seems to have been sparked by, the animosity of Senator Gunther.

Continuing the editorial:

Then, attached to this section of the report is a letter Gunther wrote Meskill on June 1, 1972—nine days after the May 23, 1972 meeting between Gunther and Meskill. In the letter Gunther tells of a news story outlining a lease deal in which a lessor negotiated so good a deal, he would pay off his investment and make a net profit after just seven to ten years. Gunther notes the article was in a newspaper "just last week."

Then the senator says: "I would like to call to your attention some information relative to leasing pending in this state that I feel fits into this same policy and should be stopped." He goes on to outline the Downes lease deal. There is no mention of the May 23, 1972 meeting.

The report tells us that Gunther and Meskill talked "specifically" about the Downes lease on May 23, 1972.

Then the letter tells us that some time after May 23, 1972, Gunther reads about a bad lease deal and tells Meskill he knows about another one involving Downes.

Now the editorial concludes:

Come off it, Charley, it just doesn't hang together. Meskill may not get the judgeship but it will be something other than the leasing report that does him in.

Thank you.

Senator HRUSKA. Judge Walsh, I refer to the letter of March 3, 1975, transmitting the report on behalf of the American Bar Association Standing Committee on Federal Judiciary and the Association of the Bar of the City of New York Committee on the Judiciary. It is the letter from which Senator Scott read.

Who composed that letter, do you know? Did you, Mr. Shaw?

Mr. WALSH. I think I can answer this. It was done by Mr. Sutro, Mr. Bauman, and others on the basis of the report. I do not know if Mr. Shaw saw it.

Mr. SHAW. Yes; I did.

Senator HRUSKA. Did Governor Meskill give any reason for not wanting to testify?

Mr. WALSH. I think his letter is in the report, Mr. Chairman. It is exhibit 2.

Senator HRUSKA. Was the Committee on the Federal Judiciary aware of that letter?

Mr. WALSH. Yes. The letter is addressed to me, as a matter of fact.

Senator HRUSKA. Is there any reason you know of why that letter should not have been referred to in the letter of transmittal of this report to indicate that Governor Meskill said he had testified before this committee and was going to testify before this committee and he felt this committee which is convening today has exclusive jurisdiction of the matter and that relying upon what he believed to be sound advice he felt it would be inappropriate while his nomination is pending here for him to appear before representatives of any group other than this Senate committee?

Do you not think in the spirit of fairness that could have been brought to the attention of the chairman in this letter of transmittal?

Mr. WALSH. I suppose a letter could always be improved, Senator, but we thought by setting forth the letter in full we were discharging

any responsibility we had to this committee. The entire letter of Governor Meskill is before you.

Senator HRUSKA. Yes, indeed, but when the letter of transmittal says:

We submit that their refusal to discuss these transactions demonstrates a lack of candor and is in itself an indication of their awareness of wrong doing.

when you make that charge, when that charge is made in this letter of transmittal and no reference is made to the reason why Governor Meskill did not want to subject himself to interrogation by the Bar Association Committee, it seems to me that the spirit of decency and fair play would have said that the reason that Governor Meskill did not want to talk to you was that he felt this committee had exclusive jurisdiction and he should do his talking here. Does it not appear that way to you?

Mr. WALSH. Senator, you know that I will always have the highest respect for your judgment on the matter of fair play. This letter does not refer to the reasons proffered by any one of the 12 including Governor Meskill. Here we were confronted with a broad-scale refusal by the 12 persons in the center of these transactions to talk. That is our first point. The second point is, it seems to us, no one is looking to cause Governor Meskill any harm. The question is, he is seeking a Federal judgeship. Should he decline to explain to his fellows at the bar the answers to questions raised during the pendency of his nomination? Should he withhold his answers the way a person would do if this were a matter of private litigation?

This is not a matter of private litigation. These two associations, Senator, speak for thousands of lawyers who practice day in and day out in Governor Meskill's circuit. He seeks to be a Court of Appeals judge where he will have great power not only as to those lawyers, but as to their clients.

Now, clearly there has been a question raised as to the conduct of his public office. Could we come back and report to you without first seeking to get his explanation to these events? Conversely, can he properly decline to talk to representatives of the associations? Indeed, an argument could be made that he should seek the opportunity to explain any questions which have been raised as a result of these leases.

Senator HRUSKA. Would you give him any consideration for not wanting to talk to a Bar Committee that is obviously hostile, when he supplements the statement that he does not want to talk to them with the observation that the Senate Judiciary Committee has exclusive jurisdiction and that he will appear here. Do you give him any credit for that? His testimony here is under oath. How can it be said he is withholding information?

Now, it may be said that he did not care to talk to the Bar Committee, but what right has the Bar Committee to assume that they can talk to anyone and everyone even if such an appearance would be detrimental to his own cause?

Mr. WALSH. Senator, it has always seemed to us that the first concern is to serve the public and not the individual. We have tried very hard to be fair here, and as you will remember, the last time I testified, I withheld any conclusion in this matter. The young lawyers who went

out to do this interviewing had no prior connection with this committee or any views of this committee in other areas regarding the Governor's lack of training. They came into this case fresh.

Senator HRUSKA. Judge Walsh, I have been a member of the American Bar Association for 40 years, and I have paid my dues faithfully every one of those years, and I am in sympathy with the association and its work, but I cannot convince myself and I doubt that anyone could reasonably say that the Bar Committee tried to be fair when they say we submit that their refusal to discuss these transactions demonstrates a lack of candor and is in itself an indication of their awareness of wrongdoing when he has already testified here and denied under oath any wrongdoing, and he gave the Bar Committee the reason why he refused to talk to them. And I think it is a good reason. Had he asked me as a lawyer should he be interviewed by the Committee of the American Bar Association with its manifest prejudice and bias, I would have told him no, do not do so, the place is the Judiciary Committee; that is the forum where you should testify.

Senator SCOTT. If the Senator would yield, was not Governor Meskill as much entitled to follow the advice of his counsel as any other person?

Mr. WALSH. Well, Senator, when you talk about a person who seeks a Federal judgeship being guided by the advice of counsel, then I am concerned. This seems to me to be a full and open hearing as to anything in a man's record, and the Bar Association and, indeed, other interested groups should be privileged to ask these questions. Now, if a man needs to be guided by counsel, that in itself seems to raise a serious question.

Senator SCOTT. With the full weight of the Bar Association on one side, is he not entitled to want a little itty-bitty lawyer?

Mr. WALSH. Of course, he is, Senator. Of course, he is entitled to a lawyer, but it seems to me that a person needing counsel when seeking this type of an appointment is another question.

Senator SCOTT. But you are implying that needing counsel implies wrongdoing, and again I cannot accept that.

Mr. WALSH. This, I think, Senator, jumps a gap. It includes a step which is not here.

Senator SCOTT. It was the way you said it, that you would be surprised if he would need counsel. That raises an indication that you think he needs a counsel because of possible wrongdoing. He needs counsel because the Bar Association is after him. That is why he needs counsel.

Mr. WALSH. Senator, the Bar Association has its ground of lack of professional qualification. It was quite content with that last August. We had no cause to go further. But when the leasing hearings exposed these facts in Connecticut, the association concluded it had a duty to go further. It did not need that additional ground to oppose this nomination.

Senator HRUSKA. There are other witnesses, some of whom wrote to the Bar Committee saying why they did not wish to testify; one was a pending court proceeding of some kind, and another—do you recall that, Mr. Shaw?

Mr. SHAW. I am sorry, Senator, I was not following you.

Senator HRUSKA. Were there not other witnesses to whom you addressed letters to appear before your committee who responded with an assignment of reasons why they did not wish to testify?

Mr. SHAW. In several instances, there were, sir.

Senator HRUSKA. Where is it in the report?

Mr. SHAW. Exhibit 1 in our report is a chart referring to witnesses who were contacted.

Senator HRUSKA. There are letters?

Mr. SHAW. That is correct, there are some.

Senator HRUSKA. Under what tab do you find them?

Mr. SHAW. In exhibit 3, sir. There are several letters there. I think you are referring, Senator, to a letter by the Murtha firm in Hartford, Conn., relating to Angelo Tomasso and John LePore.

Senator HRUSKA. That is right.

Mr. SHAW. And commenting that they were fighting a subpoena from the State leasing committee for the production of documents.

Senator HRUSKA. No mention is made of that letter in the report, is it? Here you condemn 12 witnesses for not coming before you, and I read now from the letter of John S. Murtha who received a letter from your committee. And he says, "There is presently pending in Superior Court for Hartford County an action instituted by this firm on behalf of Angelo Tomasso, Jr." and so on. "Involved in the action are the matters which are the subject of your letter and, in my opinion, it would be inappropriate for Messrs. Tomasso and LePore to comply with your request while this action is pending."

Does that appeal to you as being reasonable?

Mr. WALSH. May I, Senator? This, of course, is Mr. Tomasso, the lessor that we have referred to who has declined even to comply with the subpoena of the leasing subcommittee of the general assembly.

Senator HRUSKA. But there is a lawsuit pending. He says I don't want to appear before your committee because there is an action pending, and I would prefer not to do that. Does that appeal to your sense of fairness as a lawyer?

Mr. SHAW. Senator, the litigation in Connecticut has to do with the question of whether they should comply with the subpoena, and I believe it is true that it goes off on a challenge of whether the leasing committee even has the authority to issue subpoenas. The matters which we would have wished informally to ask Mr. Tomasso and Mr. LePore about, certainly in the presence of Mr. Murtha if he wished to be there, and certainly transcribed if they wished so that we could not any way distort what they said, were interview matters which I do not think are in anyway related to the litigation to which he is making reference. But in any event, we did set out their letter, and their letter speaks for itself, Senator.

Senator HRUSKA. Well, he says: "Furthermore, as I am sure you are aware, the proceedings of the subcommittee on Leasing of the Joint Committee on Appropriations are available to your committee and the transcripts of those proceedings will disclose that Messrs. Tomasso and Le Pore were questioned at length at the subcommittee hearings. The transcript of the testimony, which was taken under oath, will clearly demonstrate" and so on and so on. You condemn those witnesses for not coming in to testify and try to predicate an awareness of guilt when there is a good assignment of reason why they should not appear.

Mr. SHAW. Senator, may I respectfully, sir, point out one thing which I think is important. The State leasing subcommittee was not concerned with the question of individual responsibility; it had to do with the question of whether there were abuses that ought to be corrected. It is true that many people testified before that State leasing subcommittee, but the specific question we were focusing on was one to which that State leasing committee did not address its attention. So the fact that some of these people testified was really of no help to us in trying to inquire into the questions that we were concerned with.

Senator HRUSKA. Mr. Chairman, I ask unanimous consent that the letter of Governor Meskill, dated February 10, 1975, and the letter of March 3, 1975, signed by John A. Sutro and Arnold Bauman, be made a part of the record.

[The letters referred to appear on page 237 and page 307.]

Senator HRUSKA. Let me ask you, Mr. Shaw, what illegal acts does your report indicate, or does your investigation indicate, that Governor Meskill engaged in?

Mr. SHAW. Senator, we have not been able to conduct the kind of full investigation that would allow me to give a conclusion on that on account of our not having had the subpoena power, on account of our not having been able to talk to all of the relevant witnesses. Certainly the narrow answer to the question you ask is that I have no specific evidence of criminality on the part of Governor Meskill. I certainly must say that. But I have not been, really, in a position to try to draw that kind of conclusion, because I have not had access to all of the facts. That is the best answer I can give to your question.

Senator HRUSKA. Does that also indicate to you an awareness on the part of the Governor that he engaged in wrongdoing?

Mr. SHAW. As the record stands now, sir, my own personal feeling is that the facts that we have been able to uncover, the undisputed facts that I added up for you, sir, strongly indicate an awareness on the part of Governor Meskill of at least the principal abuses here, and strongly indicate that he did nothing to stop them. That is not an ultimate conclusion, because I have never heard Governor Meskill's explanation of these things.

Senator HRUSKA. Is the attorney general of Connecticut engaged in any investigation to ascertain whether illegal acts were performed?

Mr. SHAW. I have read in the newspaper—and I know no more of it than this—but I have read that within the last several weeks, copies of the State leasing subcommittee's report and appendix were forwarded, I believe, to the State prosecutor in Connecticut, to the U.S. attorney in Connecticut, and to the Organized Crime Strike Force in Connecticut, although I must say that I do not know what organized crime would have to do with it. I have heard that the report has been sent to those sources. What has happened with that, Senator, I do not know.

Senator HRUSKA. And you say they have been forwarded to the U.S. attorney?

Mr. SHAW. The U.S. attorney, the organized crime section of the Justice Department, and I believe also to the State prosecuting attorney in Connecticut. I know that only from reading it in the newspapers.

Senator HRUSKA. Mr. Chairman, perhaps we can get the U.S. attorney to come in and testify.

Senator BURDICK. If it is your wish, we will arrange it.

Senator HRUSKA. Mr. Chairman, I have other questions, but I do not want to monopolize the time. I will defer to others if they have questions.

Senator BURDICK. Senator Kennedy.

Senator KENNEDY. I am not a member of this subcommittee Mr. Chairman, but I appreciate this chance.

Senator BURDICK. You are a member of the committee.

Senator KENNEDY. That is right. I wanted to hear the testimony of Mr. Meskill. I want to say, Mr. Walsh, that the kind of resentment that has been expressed by Senator Hruska and Senator Scott are equally shared by me about your conclusions on the willingness of Mr. Meskill to make a comment. I think it was completely unfair and unjustified to reach those conclusions, and I want you to know it. And I think that the implications that you have drawn have been a disservice to him.

And just as I think that, these other kinds of comments about the general kind of statements that various reports are sent to different law enforcement agencies, anyone can send anything to anyone. And trying to suggest from those comments that there is any kind of support for the general kind of improper activities which Mr. Shaw has concluded, I think is unfair. I am really amazed that the spokesmen for the Bar Association are as really injudicious as both of you have been talking about this case.

As I say, I have not had the opportunity to even participate in these hearings, or examine in detail the record as I would like to and as I do intend to do. I was really primarily interested in listening to Mr. Meskill, but I do want you to know that I share those feelings that have been expressed here and I will leave it with that.

Mr. WALSH. Senator, may I make one clarifying statement?

Senator KENNEDY. Any comment that you would like to make.

Mr. WALSH. The comment in this letter, as I read it, deals with the problem of 12 witnesses acting in the same fashion, not just Governor Meskill alone. And it does not speak of Governor Meskill in that sentence, as I see it. Although we think he should disclose, the sentence speaks in the plural—their refusal. That is the point.

Senator KENNEDY. But you are drawing the implication that their refusal to talk spills over on the nominee.

Mr. WALSH. That is the problem.

Senator KENNEDY. And you press that with great strength, and I think it is a comment that could be made, but drawing the kinds of conclusions in terms of improper activity I think is wholly unbecoming to the Bar Association. Obviously you do not feel that way, and I have listened to your comments in response to it.

Mr. WALSH. My statements are based upon a report, Senator.

Senator KENNEDY. You were completely, in terms of response to the other questions, you have had an opportunity to express your own view. I do not think anyone is trying to—you stated your conclusion about what the results of the report are: you did not try to draw the

distinction this is what the Bar Association said, but I might take a little issue on this particular matter.

Mr. WALSH. No, no. I stand on the report.

Senator KENNEDY. You have associated yourself with these conclusions.

Mr. WALSH. Yes sir; I do. I misunderstood the thrust of your point.

Senator KENNEDY. I have no further comments.

Senator BURDICK. Mr. Scott.

Senator SCOTT. Judge Walsh, your letter begins by saying: "The American Bar Association standing Committee on Federal Judiciary and The Association of the Bar of the City of New York Committee on the Judiciary herewith submit their joint report . . ."

Then in the third paragraph you say, "we"—which I assume is the same group: "made every effort to obtain an explanation of these practices from various people" and then you say: "We submit that their refusal to discuss these transactions demonstrates a lack of candor and is in itself an indication of their awareness of wrong doing."

But then when we turn to the exhibits which are not included in the letter, as have been noted here, you have the actual answers of these witnesses who are accused of wrongdoing with that reference in your letter.

Now let us look at some of those actual answers. First, Governor Meskill:

Relying upon what I believe to be sound advice, I think it would be inappropriate while my nomination is pending sub judice before the Senate Judiciary Committee, for me to appear before representatives of any body other than the Senate Judiciary Committee in connection with the matter of my confirmation, over which the Senate has exclusive jurisdiction.

Then we go to a letter from gentleman who acted as counsel for Messrs. Tomasso and Lepore. The counsel, Mr. Murtha, says that he does not express an opinion as to the Governor's qualifications and the letter goes on to say:

I believe that the investigation of the State of Connecticut's leasing practices by the Subcommittee on Leasing is being misused in the inquiry into Governor Meskill's judicial qualifications.

He includes that in a letter in which he says that his clients cannot testify because their case is still pending in court. It seems to me that that is not an implication of wrongdoing if the case is in court and they say that they cannot testify about any facts while that is pending.

Then you have a letter from Mr. Earl Wood which does not say anything about wrongdoing:

At no time did I have any contact with the Governor about leases or rentals for state government purposes, orally or in writing, directly or indirectly.

I have testified before the Legislative Committee convened to examine the facts relative to what I know about the Downes and Tomasso leases. I answered every question completely, under oath.

Then you have a letter from Mr. Doyle, and I went over this Connecticut cross-examination of Mr. Doyle, and the cross-examiner tries for all of these many pages to get Mr. Doyle to say that he is aware of a conversation between Senator Gunther and the Governor. He says,

knowing the personality of Senator Gunther, who was a cronic complainer, he would not expect him to give him, Doyle, detailed information. He has no recollection that he did and he does not believe that he did. But the questioner continued on and on for page after page, and finally gets him to admit to: Would you say that it is not possible, that it might have been possible there was a discussion? He finally says, evidently trying to get an end to this: Well it might have been, I may have heard it. But I assure you I don't remember it, and I don't think I did.

[The cross-examination referred to appears on page 78.]

Senator SCOTT. So, Mr. Doyle wrote to Mr. Walsh:

In response to your letter of February 3, 1975 I must say that it appears to me that having gone on record in opposition to Governor Meskill's appointment you now are casting about for reasons to further delay his confirmation by the U.S. Senate. Be that as it may, however, you did discuss four points in your letter and I will respond to them.

Other than my occasional reading of newspaper articles I have no knowledge, records, or correspondence regarding any State lease or purchase of either the Phoenix Building or any properties or buildings owned by Messrs. Downes or Tomasso. I likewise have no knowledge of any business transaction between Governor Meskill, his agents, or employees, and any of the persons listed in your question No. 4. I personally do not now have, nor have I ever had, any financial dealings either with the Governor or with any other person referred to in your letter. As you no doubt are aware I was a member of the Governor's office staff from January of 1971 through September of 1973.

On a matter you did not specifically mention in your letter I do not recall receiving the details of the Downes' lease from Senator George Gunther in 1972, nor do I remember scheduling a meeting on this matter between the Senator and Governor Meskill. As I told a staff member of the Connecticut General Assembly's Leasing Subcommittee, and the subcommittee of the U.S. Senate Judiciary Committee, I do not dispute Senator Gunther's claim that such a meeting took place, I simply have no recollection or records regarding such a meeting. However, since Senator Gunther made many generalized complaints, particularly concerning Mr. Gaffney, I think it very unlikely that the Senator would have detailed any concern about Mr. Gaffney, either to me or to Governor Meskill.

The above both answers all the points raised in your letter and summarizes my comments before the Leasing Subcommittee, and thus, particularly since this matter is before the U.S. Senate, which is governed by rules of fairness and objectivity, no meeting with your joint committee will be necessary.

I continue, of course, to stand ready to answer any questions which may be asked of me by the U.S. Senate Judiciary Committee.

Senator SCOTT. Mr. Howard Dickinson answers in his handwriting: "I have no records. Can add nothing to statements made at hearings. I believe former Governor Thomas Meskill should be approved for the U.S. Court of Appeals."

Now, the refusal of these people to comply, it seems to me, does not raise an inference of wrongdoing. These men said, we cannot come, our

case is pending in court. I cannot come because I have testified under oath before the Leasing Committee. I cannot come because I have answered your questions fully.

Now this committee can call anyone it wants, and if this committee wants to call some of these people, certainly I think it is time to call the chronic complainer, Senator Gunther. I do not think he ought to hide off there in the mist somewhere and hurl these darts without having been heard himself. I would like to see him under oath before this committee and under cross-examination. I would like to see him and Senator Weicker compare their statements.

Senator Weicker has denied, under oath, statements attributed to him by State Senator Gunther. Now I have the greatest confidence in my colleague. If Senator Weicker says he said something and Senator Gunther said he said something else, it would be my guess that Senator Gunther is the one who is not telling the truth. And I will stay with that.

Thank you, Mr. Chairman.

Senator BURDICK. Well, Senator, the next witness will be Senator Gunther, this afternoon.

Senator SCOTT. Well I am glad to hear it.

Senator BURDICK. Just one more question.

Mr. WALSH. Yes, sir?

Senator BURDICK. Have you any evidence to offer that is not contained in the legislative report from Connecticut? Do you have any facts not contained in the legislative report?

Mr. SHAW. Senator, the State leasing subcommittee did not spend much of its time on the Phoenix transactions.

Senator BURDICK. On what?

Mr. SHAW. On the Phoenix transactions to which I have referred before. They are briefly referred to in the appendix. The materials on the first 30 pages of the report we have submitted today to this committee has a good many more facts about the Phoenix transaction than the State leasing committee report. And I should also add again that the State leasing committee report was not at all concerned with the question of Governor Meskill's knowledge, or lack of knowledge, about these particular leasing abuses. So that I think the answer is that what we have presented in this report contains much that is not at all in the State leasing committee report.

Senator KENNEDY. Are you finished, Mr. Chairman?

Senator BURDICK. Yes.

Senator KENNEDY. Could I ask whether it is the intention of this committee to call any of these other witnesses mentioned in this report that could give direct testimony on any of these particular cases?

Senator BURDICK. Senator Kennedy, I am not the chairman of this subcommittee; I am just sitting in for Senator Eastland. We were all hoping we could bring an end to this today, but if there is some question about these 10 or whatever number of witnesses that the committee thinks is material, we should call them.

Senator KENNEDY. As I see the situation—I made a comment earlier about it, and having made the statement I have about drawing conclusions about the people's unwillingness to speak, and having listened to the comments of the Senators from Nebraska and Pennsylvania indi-

cating we are the ones with the responsibility to make the judgment on this, as I understand the position of the Bar Association it urges us to inquire of these individuals, do you not, on each of these particular instances?

Mr. WALSH. You will note in the last paragraph, Senator, that we say this is all subject to a convincing explanation. All of this could be explained.

Senator KENNEDY. It seems to me that we have—and I am not interested in undue delay of these particular proceedings—but it does seem to me that we have some responsibility at least to inquire of at least the knowledgeable ones involving these different situations and reach our own conclusion in terms of exonerating any of these particular individuals. If the nominee is exonerated on these particular questions, then we are back to the other kind of issue as to his fitness to serve on the court. What other witnesses besides Senator Gunther will we hear from?

Senator WEICKER. Mr. Chairman, might I respond to the Chair and to Senator Kennedy? In anticipation of exactly the request that Senator Kennedy has made, every single one of the key personnel, John Doyle, Colin Pease, George Smith, Bob Leuba, are all here in this room today, along with the Governor, in order that they could give direct testimony to the committee, and they are here for this purpose.

Senator BURDICK. Senator Weicker, are the 11 witnesses referred to by the American Bar Association all present?

Senator WEICKER. No; they are not. Those persons that I would consider to be key to the committee's investigation, it is conditional upon whatever the committee wants to do, but believe me, the ones that are key are in this room right now.

Senator SCOTT. Two of those witnesses, you will recall, were advised by counsel not to testify because some other case is pending.

Senator WEICKER. I think that, in addition to Senator Gunther being here, Governor Meskill being here, it is my understanding also, Mr. Chairman, that the U.S. attorney for the State of Connecticut is in Washington on official business. He is available also.

I have done this, Mr. Chairman, because clearly—the hearings started in September—I felt it absolutely imperative that firsthand testimony be presented to the committee, and all of these persons are here and ready to go.

Senator KENNEDY. As I have said, I am not a member of the subcommittee, but I do think that since these matters have been raised, and obviously the committee and you, Mr. Chairman, have a good deal of idea whether in resolving the particular allegations in many of these particular instances, whether the appropriate witnesses are here. I would hope that if they are here that the committee would feel that it could inquire of them on those particular allegations. I think that in fairness to the nominee that that ought to be the case. I think that there have been these allegations and charges and I think in fairness to him they ought to be inquired of, but as I am not a member of the committee, I leave this—

Senator BURDICK. Senator Kennedy, since you made the request, I will concede the request. As far as I am concerned, since an issue was made of this, I suppose that we will have to hear the rest of these witnesses.

Senator HRUSKA. Well, Mr. Chairman, if I may make an observation or two, I do not know that there is anything about 12 witnesses. I think we have seen enough of the action here that can be detailed by the people who are in the room, and that they will get at the thing.

Now, if we have another month or 2 months or 3 months—and we have been at this since last September—I think we might make a big show out of it, and call everyone, including members of the legislature, and let them have their day in court, but I do not think that is necessary. We can resolve the principal points in this thing or get a feel of it well enough with the people who are in this room. If we want the U.S. district attorney, let us get him. Senator Gunther is here, and it seems to me when we conclude the testimony of these people—and I hope we can do it expeditiously this afternoon—we will be in a better position to decide if we want 12 more witnesses or not.

Senator SCOTT. I would agree with that.

Senator BURDICK. It will not be possible to conclude with the next witness before 12:30. We have some other obligations, we have a vote at 1 o'clock, so we will be in recess until 2 o'clock, and I thank you gentlemen.

[Whereupon, at 12:10 p.m., the subcommittee was recessed, to reconvene at 2 p.m., the same day.]

AFTERNOON SESSION

Senator BURDICK. The meeting will come to order.

Mr. WALSH. Mr. Chairman, I would like to complete our testimony by offering for the record the joint report of the Association of the Bar of the City of New York and the American Bar Association. This really is based on the report of the Special Subcommittee on Leasing of the Connecticut General Assembly and it picks up three series of transactions for further investigation and particularization, and if we could, we would like that put in the record including all the exhibits as well.

Senator BURDICK. Without objection.

[The material referred to appears on page 239.]

Mr. WALSH. There is one letter which we received from Mr. Leuba, former counsel to the Governor, which came in quite late, explaining why he did not think he should be interviewed, and we should like to send that down later as part of exhibit 3, so that the committee may have before it all of the reasons given to the extent that reasons were given.

Senator BURDICK. Without objection.

[The material referred to follows:]

CONWAY, LONDREGAN, LEUBA AND McNAMARA,
ATTORNEYS AT LAW,
Mystic, Conn., February 20, 1975.

LAWRENCE E. WALSH,
President-Elect, American Bar Association,
New York, N.Y.

DEAR MR. WALSH: I would like to acknowledge receipt of your form letter of February 3, 1975, which I have not responded to because I consider it particularly inappropriate under all of the circumstances.

Very truly yours,

ROBERT C. LEUBA.

Mr. WALSH. And one last thing. Mr. Connelly, the second circuit member of the Standing Committee on the Federal Judiciary, has a brief affidavit correcting certain testimony by Governor Meskill, dealing again with the question of why Governor Meskill declined to be interviewed by the Association of the Bar of the City of New York, and if we could, we would leave that as a further Exhibit.

Senator BURDICK. Without objection.

[The material referred to follows:]

COMMITTEE ON THE JUDICIARY
U.S. SENATE 93D CONGRESS

HEARINGS ON NOMINATION OF THOMAS J. MESKILL OF CONNECTICUT, TO BE U.S.
CIRCUIT JUDGE, SECOND CIRCUIT; AFFIDAVIT OF ALBERT R. CONNELLY

Albert R. Connelly, being duly sworn, deposes and says:

I am a member of the American Bar Association Standing Committee on Federal Judiciary and I am the representative on that Committee for the Second Circuit. At a hearing before a Subcommittee of the Senate Committee on the Judiciary held September 17, 1974, Governor Meskill is reported to have testified as follows:

"Senator BURDICK. Now I have one more thing for you to have an opportunity to clear. It is a telegram from Cyrus R. Vance, president of the Association of the Bar of New York.

"With your permission, Mr. Chairman, I will read it so Governor Meskill can answer it.

"The CHAIRMAN. Certainly.

"Senator BURDICK [reading]:

"The Association of the Bar is deeply concerned about the confirmation of Governor Thomas Meskill's appointment to the Second Circuit Court of Appeals. The Governor has refused to meet with our committee on the judiciary or to furnish information as to qualifications. Respectfully suggest confirmation be deferred until there has been a complete examination into his qualifications for this vitally important position.

"Now the key question I want to ask about this telegram is, have you refused to meet with this Association of the Bar?

"Governor MESKILL. Yes, Senator, I have. I would like to explain if I may.

"Senator BURDICK. You may.

"Governor MESKILL. Mr. Connelly, when he interviewed me, said that the New York City Bar has in the past liked to interview candidates. He had advised them that I would probably be too busy to come to New York and indicated to me that there was not much that would be gained by such an interview.

"This was when he interviewed me in my office many, many months ago. Subsequently at least 6 weeks or 2 months later I received a call from the president of the New York City bar indicating that he would like very much to interview me. After receiving that call I contacted Mr. Silberman in the Justice Department and I asked for guidance as to whether or not I should submit to an interview by the New York City bar. I was advised that the only bar association that had any quasi-approval function in judicial nominations and confirmations was the American Bar Association and its committee on judicial selection.

"He advised me, well, his advice was, if I could quote him, was something to the effect that it would set a bad precedent. I checked with Judge Timbers to find out whether or not all judges had gone through this particular evaluation by the New York City bar and he did some research and indicated to me that he knew of at least two recent ones, particularly those from Connecticut, who had not and, therefore, I told the gentleman, whose name I cannot immediately recall, it was not Mr. Vance, the one who called me, that on the advice of Mr. Silberman I did not think that anything could be accomplished on my behalf to further the nomination and, therefore, although I looked forward to meeting him in the future I did not think that I wanted to be interviewed by the New York City bar.

"I also told him that the Connecticut Bar Association as an organization had not taken an official position and since my State bar association felt that it was a Federal matter and not a matter for the State bar association I thought it would be inappropriate for the New York City Bar Association to be getting into the act."

Governor Meskill is mistaken in his recollection that I indicated to him that there was not much that would be gained by the interview requested by the Association of the Bar of the City of New York. I interviewed Governor Meskill at Hartford, Connecticut on May 23, 1974. Shortly prior to that interview, I had received a call from Seymour M. Klein, then Chairman of the Judiciary Committee of the Association of the Bar. Mr. Klein stated that his Committee desired to interview Governor Meskill and asked me whether I thought it appropriate to send him the customary notice requesting the candidate to appear in New York City before the entire Committee at a regularly scheduled meeting. I told Mr. Klein that in view of the nature of the Governor's duties, it seemed to me preferable to ascertain the Governor's convenience and to arrange for a special meeting at a date convenient to him. Since I was to meet with Governor Meskill within the next few days, I agreed to pass on to him the request of the City Bar Committee, which I did at my interview with Governor Meskill on May 23. I was told by Governor Meskill that his commitments for the next four or five weeks were such as to make it impossible for him to meet in New York with the City Bar Committee. I said that I would communicate that information to the Chairman of the City Bar Committee which I did shortly thereafter. At no time did I express any view to Governor Meskill as to what would or would not be gained by such an interview.

ALBERT R. CONNELLY.

Sworn to before me this 3d day of March 1975.

IRA E. WIENER,
Notary Public.

Mr. WALSH. And Senator Weicker has suggested the names of certain witnesses to be called which, in his view, would complete these hearings. We point out that, as I heard those names listed, if I heard them correctly, it leaves out Brian Gaffney who was at the center of the Downes transaction, and who was in the meeting which approved the lease of the Phoenix Building, and who, as Republican State chairman, would be expected to have perhaps further material testimony.

It also leaves out Paul Manafort, who, as Commissioner of Public Works, was responsible in the first instance for the negotiation and execution of these leases.

It leaves out Howard Dickinson, who was the person who helped the favored lessors pick their sites, and I have a list of the others here which I would give to the reporter if that is satisfactory.

Senator BURDICK. How many other names are there?

Mr. WALSH. There are 10. I could read them off very quickly.

Senator BURDICK. All right, read them off.

Mr. WALSH. Brian Gaffney; Frank Downes; John Downes; Earl Wood, who was Commissioner of the Department of Transportation; Howard Dickinson of that department; Angelo Tomasso, who was the favored lessor in the leases, accumulating \$400,000 a year; John Lepore, who was his comptroller; Paul Manafort, to whom I have already referred; Bernard Mussman, the broker; and Arthur Banks.

Senator BURDICK. Who is Arthur Banks?

Mr. SHAW. Arthur Banks is the former president of the Greater Hartford Community College, who was involved in the Phoenix transaction.

Mr. WALSH. And who declined to be interviewed.

Thank you very much, Mr. Chairman.

Senator BURDICK. Our next witness will be Senator Gunther, previously described as the habitual complainer.

Mr. GUNTHER. Do you want to swear me in?

Senator BURDICK. Yes. Do you swear that the evidence you are about to give in this hearing is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GUNTHER. I do, Senator. Shall I identify myself? I am not used to these proceedings.

Senator BURDICK. Identify yourself, and proceed as you wish.

TESTIMONY OF GEORGE L. GUNTHER, STATE SENATOR, CONNECTICUT GENERAL ASSEMBLY

Mr. GUNTHER. I am Senator Gunther from the 21st Senatorial District in the State of Connecticut. If you would like a little of my background as far as my credentials and that, I have been involved in civic and political activities in my State for probably some 25 to 30 years. I have served in local government, the boards of education, town councils, conservation commissions, and I am just now starting my ninth year in the State Senate in the Senate of Connecticut.

Let me start, Senator Burdick, by saying I am very pleased you invited me down here. I would have liked to have come much earlier than this, but I had obligations that obligated me to business that I had back in the State of Connecticut. I probably would not be down here now if it had not have been for your invitation. I am down here, I hope, to clear up some of the questions.

I heard some of the testimony here. I have read part of the testimony of previous hearings. I will say that I get a little upset when I read some of it, because I do not particularly care for the picture which has been painted of me here with the testimony given by certain parties. And if I might, as a preliminary, say that I have been involved in the State of Connecticut in fighting the leasing policies probably since 1968 or 1969. This was during a previous administration. During that time, I felt it was wrong. I have not been silent about my objections to it, and why it was wrong. At the time I was yelling, I was in the minority, and of course I was a Republican hero because I dared take on the parties in power at the time, and at no time—and I would like to stress this—at no time, whether it was back in 1968 or 1969 or the present date, have I ever said there was any criminal involvement of any individuals in the leasing policies in the State of Connecticut. I have been quite succinct about pointing out that it was the policies which were wrong, it was an abuse of the taxpayers of the State of Connecticut, and I think the lease involving the Downes lease in 1972 was particularly bad in my estimation because—I think this is not a criminal offense against the Governor. I think it is a case of non-feasance, and I believe that in the credentials of a judge in the second-highest court in the country, that is something that should weigh heavily in weighing his credentials.

I would like to state that all of the particulars relating to the Downes lease, and what I said and what I did, all took place back in 1972. There was no judgeship involved here. We could not even anticipate

that there would be a judgeship involved. I do not believe that I have involved this judgeship in any of the hearings. I believe that this is the forum that should have taken that into consideration. In my last testimony before the leasing committee in Connecticut, because I feel that, knowing the circumstances and knowing politics as I do, I feel that I am working almost to a stacked deck; because what I have done is not the political thing to do, and that is to get up and expose certain practices, and that type of thing, within your own party. Because I was working to that stacked deck, I did volunteer myself to the submission of the polygraph; and again, I am not trying to be theatrical, but I do feel very strongly about this, that my reputation and my credibility is being impugned so often by statements being made in corroboration against statements that I have made, I am willing to subject myself down here to this, just to substantiate the fact that I am telling the truth.

Now, I did not prepare any statement, and I talked to your aide, who called me, and he said that the committee had wanted to discuss statements that were made relative to me. So if I might at this point turn myself over to you, I am willing to answer any questions you may have.

Senator BURDICK. Well, the principal thing we would like to know about is, the center of this controversy is, what you did and what you know about the Downes lease. There are some stories about your trying to see the Governor. Can you clear it up, from your point of view? Tell us about what you know about the Downes lease.

Mr. GUNTHER. I can reiterate what I said at the hearing before the leasing committee and, incidentally, I was called in on short order on that one, and volunteered, I did not have to be subpoenaed on that particular hearing. But very frankly, going back to 1972, and I have to go to a relative period of time because I did not log conversations I had relative to when I found out about the involvement of the Downes lease, my testimony that I gave to the committee was sometime either in the latter part of April or early part of May, I believe it was. I did have a call that lined up succinctly each minute detail on the Downes lease, and with the comment that many of the people in the State of Connecticut know that I was very critical of these when the Democrats were in power. In fact, going back to 1968 and 1969, I laid out the dean of the House, who had, I think, three garages at that time; and they said that I had a big mouth when it was Democrats, how about when there was a Republican involved? He laid out the exact details of the lease itself, relative to the cost of lands, buildings, what the return was going to be on the lease, and said to me, let's see what you will do now. He asked me to check into it. Almost the next day, I was in the capitol, at that time, incidentally, I was deputy minority leader. I was also liaison man to the Governor—I'm sorry, in 1972. In 1971, I was liaison man, I was not in 1972. I saw Brian Gaffney, and I asked him, and he called me into the hall.

Senator BURDICK. When did you see him? Give us some dates.

Mr. GUNTHER. I would say late April or early May. I could not give you an exact date on that.

Senator BURDICK. 1972?

Mr. GUNTHER. 1972. We went out to the hall because I think that, you people are in politics, when you are going to discuss something of this nature, quite often it is on a head-to-head basis, it is man-on-man,

and maybe sometimes by design and sometimes just by coincidence, but this time Mr. Brian Gaffney and I and a fellow in my office in the hall. I showed them a paper that I put down the exact figures I had received, and asked them if these were true; of course, identifying it with Frank Downes, and everyone in the State of Connecticut politics knows that Frank Downes is Brian Gaffney's uncle. At that time, he looked at the paper and said, I will have to check it. I know he is considering a lease for the State, and I will get back to you.

He went downstairs. At the time, he was in the House; he was a Representative at that time, and he went down and checked the figures. He came back to me and said, yes, they are essentially correct; and I said, well, you know my sentiments on this and how I feel about these leases. And he said, well, that is the way they do it. I said, Brian, that is not the way they do it. We are in power now; this is the way we do it. I said I would like to see it stopped, and he said he'd look into it.

Senator BURDICK. What did you want stopped?

Mr. GUNTHER. I wanted the lease itself stopped.

Senator BURDICK. Why?

Mr. GUNTHER. If you will look at the figures, Senator, I can dig them out for you here. Very frankly, these leases are purely patronage deals. They go in, and they give a letter of commitment, and I can give you some documentation going back to 1969 where they will take the letter of commitment and go to a banking institution, or some lending institution, and get a mortgage; sometimes, and I think I have one documentation here, of 140 percent, they go in, and on the basis of the letter of commitment, go out and borrow the total amount of money necessary, even for the purchase of land at times, but at least for construction. They compute the lease based upon the cost of building that building, the cost of the land; and this is based most of the time—and in our 1972 leasing investigation—this was left up almost primarily with the lessor, which was almost rubber stamped by the Department with these figures.

Now, on the basis of the cost, they would then figure out the lease over a 10-to-15-year period. And if you looked at the return that the lessor would get on that particular property, you would find out that within an area of 5 to 7 years, he would amortize his cost, and the last years were pure rake-in. They used to be for short periods of time, but they have been getting 10, 15, and even 20 years on the leasing, which does not even make good sense. It is like going out, buying a home, and paying more than the home is worth to start with, and it is just a ripoff, in my estimation. I believe that the leasing committee has substantiated that these were inflated costs of leasing on these particular properties. I thought it was abusive to the taxpayers.

Senator BURDICK. I want you to be specific about the Downes lease. What was your objection to it?

Mr. GUNTHER. It was in the usual routine of being excessive in the leasing cost to the State of Connecticut which I think was abusive to the taxpayers.

Senator BURDICK. Can you give me some figures?

Mr. GUNTHER. Oh, surely. These are the actual figures that I got at the time. The construction—these are the costs given me over the phone, which were confirmed pretty much. There might be some variation, but it is not of any consequence. Construction was \$266,000. The

site work was \$100,000, contingency \$36,000, architect \$26,000, public works \$22,000, equipment \$22,000, and the surveyor was \$1,350. The land was \$91,000, and the lawyer was \$2,000. For the land, the cost was relatively about \$22 per square foot.

Now this is for a garage, not the Taj Mahal, an ordinary highway garage. The rental was based on, I believe, around \$4.56 a square foot; and the total was \$563,000. Now the lease was for 15 years at \$64,500; and after the 15-year period, they had an option to buy it at \$408,000. Do you want me to proceed on that?

Senator BURDICK. These are figures you showed to Gaffney?

Mr. GUNTHER. Yes; these are figures that I showed to him.

Senator BURDICK. In a nutshell, what is wrong with that deal?

Mr. GUNTHER. I say it is excessive, and I think that the leasing committee has had testimony that would indicate that it is excessive. I do not pretend to be an appraiser. Just on the face of it, the biggest thing I ever bought was my own home, and I do not think I would go into buying a home on the same basis as that on a 15-year basis. And I am no great financial wizard, but all I know is that they were wrong in the past, and it was wrong at that time.

Senator BURDICK. What happened after you talked to Gaffney?

Mr. GUNTHER. All right. After I talked to Gaffney, I checked with the then-public works commissioner, Ed Kozlowski, and told him that I was aware of this lease, that I was opposed to the thing. And in our discussion, and I cannot go into the minute details of our discussion, but I know that Ed Kozlowski himself was not very pleased with the lease. And if you ask me how I know that, I could tell by his attitude that he had some reservations about the lease itself, and I think that his subsequent testimony before the leasing committee, where he almost went to the point of telling what I think might have happened, was that he was hesitating in his testimony before the leasing committee. He said that he had thought that he would call the Governor on this one, but he did not. In my discussion with him he definitely had some reservations, and he had said that he had bypassed the kiddie corps—and when I say that, I would have to explain this to you.

When Governor Meskill took office in 1971, he established what we in the legislature called the kiddie corps, which was a group of young people he had assigned to either one or more departments, which almost kept a day-to-day running dialog between that department and reporting back to the Governor. One of the kiddie corps was assigned to the public works department, and he had charge of the leasing. In other words, part of his responsibility, one of many duties relative to the public works department, would be the leasing, and he would report anything that happened in that department.

Now from what Ed Kozlowski had told me, he had bypassed on this, because this was a very big lease. Now, we lease a lot of buildings throughout the State. Many of them are for 5 years, maybe 10 years. They vary in size from a matter of a few rooms to a whole floor or a whole building, but this was what I consider to be one of the most abusive practices in the leasing policies of the State of Connecticut, because of the return the lessor got. The lease, with the other lease of existing buildings, much of it was, let's say, held within the average rental practices of that particular area, and maybe a little bit more

than what they should have been; but nowhere near, in my estimation, as abusive as what the build lease was.

Now during that period when I talked to Ed Kozlowski, and incidentally, Kozlowski, if you read the policies of the State of Connecticut relative to how the leases are supposed to be handled, and if you would care—I don't know if this is in any of the testimony that you've gotten from the leasing committee—there was an actual manual printed on how to handle leases, and if you read this, it dictates exactly—this was written, incidentally, back during the previous administration, back in 1968—this tells you the routine that you were supposed to go through.

Now there is nothing in there that said there was supposed to be any dialog with the Governor's office, very frankly. This said that the entire responsibility was up to the public works department, and it had to be held within that department, even in surveying and finding out whether areas were available, and that type of thing—the routine, in other words, the chronological routine of handling it, which technically has been, let's say, abused in this past administration in the obtaining of leases.

Anyway, I had said to him, look, you could stop it. All you would have to do—he had the authority to stop it, and with that, he very candidly said, well, I like my job. And I think that that is more truth than poetry, Senator. When these men are put into these jobs—and I will not say that it is just Ed Kozlowski—I would think that anytime a public works director is put in there, he knows his job is dependent upon his satisfying the executive branch of the Government. And I think if it was too traumatic, he would find himself out of a job.

The next event in this particular lease was Brian Gaffney called me at my home, and I had calculated that to be about the 10th of the month, May; and the reason I could narrow it down at least to a few days was the fact that I am in my office so seldom, with the legislative responsibilities that I have, that I knew it was an office night, and I was quite sure it was on a Friday, and I believe that that was the day. And he called, and asked me exactly what my intentions were relative to the Downes lease. And at that time, I told him, I said, I want to see it stopped; and he said that he could not. He was committed at that time, and it was a very brief conversation. It was one that just about terminated on that note, the fact that he would not take any action to stop that particular lease.

So, in a day or two after that, when I was up in the capitol, I contacted John Doyle. Now John is the liaison man, and I was quite interested in his testimony before this committee, because I think if anybody that was from the legislature would read over John's testimony as to what his functions were, I think it is rather surprising that he would limit himself to the narrow liaison that he testified to. Very frankly, John Doyle was almost a daily visitor to all of us, and especially to the minority office and especially to my office, and John and I—and incidentally, I would like to confirm his testimony, the things that he says, I can tell a joke, I can and do admire attractive young girls, and I am the type who likes to put my arm around people and say hello to them, because I certainly love people, and I have always been that type of an individual. And John is young enough to be my son,

and I hope there was no other connotation other than being friendly. I don't think that that has any reflection on my credibility, or the things that I do and say.

Anyway, we have had discussions, many of them, over the years that he has been liaison, and I think anyone who knows me knows I am quite succinct and quite to the point, and I do go into too many details more often than not. If you discuss it with the press in Connecticut, they think I give them too much, rather than too little, in the way of documentation. We used to have very definite conversations, and they were not left vague, and I asked that I wanted to get in and see Meskill, and I wanted to discuss this with him, and I know that there is testimony to the contrary on the question, that I did not ask him. I say that I did, and I also say that, at a point, I think it was 1 week or 10 days after that, when I tried to get in, because I wanted to stop this Downes lease because I thought it was improper.

Senator BURDICK. The first time you saw Doyle, did you tell him what you wanted to see the Governor about?

Mr. GUNTHER. We discussed the Downes lease, and went into the details. If he does not remember it, then I have no reason to question his integrity, or say that he does remember it. After he talked to the leasing committee, he stopped by and said—this is just recently—and said, there is one thing, I still have my integrity, and I did not remember. And all I can say is, I suppose that that is it, because I certainly cannot say that he should have remembered only that conversation. But it is surprising to me, because John was a very competent man, and he would bring back the coal to Newcastle on any bill, and he was acutely aware of all legislation going on in the capitol. I cannot conceive that he would forget that, but again, if he said he did, he did.

Again I do not know how he could forget when I walked into the building. I can remember it as if it were yesterday, and said, look, I have got to see the Governor. If I don't see him, I intend to go public on the Downes lease. At that time, he was a little bit flustered, and he said no, wait, let's see if we can't get you in. And at that time—and I would say it was probably the early afternoon—he called me back and gave me the appointment for the May 23 meeting at 11:30 with Governor Meskill.

Senator BURDICK. Well, tell us about that meeting.

Mr. GUNTHER. All right.

When I went in to see the Governor, I said that, well, both of us were pressed for time, very frankly, and I said, I will get right to the point. I am sure that John has brought you, meaning John Doyle, has brought you the details of the Downes lease, and I said—again, I am trying to be honest about the exact language that I used—I know that we discussed the lease. I do not know how much in depth we went into that particular lease, and I am talking now about the nitty-gritty details, the dollars and cents. But it was the policy that I was in there, and whether I got into the exact details at that point, I would not want to say the exact details. But we knew it was the Downes lease. It was the only lease pending at that time in the State of Connecticut, and Tom reacted to me, and I remember this, and I will tell you, Senator; there are a lot of people in this Senate, and in the legislature

and people back in Connecticut, who could on a hearsay basis remember the time, because I was a little upset over the fact that I would go in and get the remarks back that I got from the Governor of the State of Connecticut on this particular issue. He said, what is wrong with it? Now that bothered me a bit, because as my testimony previously has shown, right after he was elected in 1970, I went to his New Britain office, and we discussed congratulations and that type of thing, and I said look. Let's clean up State government. And I made a particular note of the fact that the leasing policies and that in the State of Connecticut needed to be cleaned up.

And for that matter, gentlemen, that is just the tip of the iceberg. The whole public works department, in my estimation, was involved in tremendous patronage; hundreds of millions of dollars, not just \$7 million in leasing, but in policies that, let us say, were not criminal, but in my book were not good government and was not giving the people a fair shake. And we took our hand on that one, and he said, we are going to clean up State government. And I said, Tom, you can die 90 years old in this office. For, having a heritage of being born and raised on the east side of Bridgeport, a handshake and a word means a ——— of a lot to me, Senator; and those things stick in my mind. So that when I got that sort of reaction from him, I was a little upset, and I said you have to know what is wrong with it. And we discussed it then. Again, these may not be the exact words, but it was the discussion.

Senator BURDICK. I am not clear just what he said to you.

Mr. GUNTHER. Well, he said, what's wrong with it, and then we went into a dialog. And I said that he had no question what was wrong in 1970, when he said we were going to clean it up; and apparently I took it for granted that he knew, and if he didn't, he should have known by this time, and certainly with the dialogs we had had on this thing, he ought to know, being the chief executive of the State of Connecticut, what the policies on that were.

He said, what would happen. And again, I wanted to see if we could not stop it. I was interested in stopping this procedure. And he said, well, if we do not, then what. And I said well, I would go to the press, I would go public and put it all out on the deck. And he said at that point, what are you going to do. Are you going to do the Democrats' dirty work, because it is sort of a no-no to blow the whistle on your own party, and I realize that. In my estimation it is not, because I believe that in government I have other obligations besides party obligations when it comes to procedures.

Anyway, when I left him at that time he said he would look into it. So I waited a few days. I checked with Ed Kozlowski again and asked if anything had transpired on that lease, and he said no, it had not. Apparently it was going ahead.

Now, mind you, I have seen testimony that says that this lease was signed, I believe, back in May 9 or something—I forget the exact date. Anyway, I had never, I had had conversations with Gaffney, Kozlowski, and with Meskill, and at no time was I ever told that the letter of commitment had been signed and the lease was final; and there were even some newspaper clippings that related to a remark that Kozlowski made relative to my press release on June 1 when I

came out and laid out the details in the newspaper. Again, my intention was to stop it. It was not just a case of blowing whistles. I wanted to see the practice stopped, and that is why I did it.

Incidentally, I have also heard some remarks relative to why did I not mention my May 23 meeting.

Senator, I was again being kind politically, if you do not mind my saying it. I was hoping we could stop the leasing practices in the State of Connecticut. I still had hopes that my Governor, under pressure, would do it. So my deletion of any discussion on May 23 was purely because I was still being kindly. Had I laid it out, and let me say in retrospect I learned my lesson and I think that maybe those things, maybe we should put them on the deck all of the time. But unfortunately, I did not with this. That was the reason it did not appear in the letter.

Senator BURDICK. Is that the letter that appears on page 49(a) of the leasing committee's appendix, is that the letter you are referring to?

Mr. GUNTHER. I will have to check it, Senator.

Yes, sir. That is the copy of the letter.

[The letter referred to above is printed at page 211.]

Senator BURDICK. That is the legislative committee report.

Mr. GUNTHER. Yes, that is the legislative committee's copy of the letter I submitted to Governor Meskill on June 1, 1972.

Now I have heard some remarks about my statements prior to the June 1 letter, and as far as I am concerned, Senator, no matter what transpired and who said what to whom, or anything else prior to June 1, the fat was in the fire June 1. I put this out on the deck because I wanted to see it stopped.

Now, as a result of this going out, this letter, on September 7, 1972, we had an investigation, and I served on that committee. I do not know if you have a transcript of that Downes hearing. But practically everything, and I will not say everything, but the greatest part of the testimony that was brought in to the 1974 hearing we had developed already in 1972 in that 1 day hearing, the fact that Downes knew about the need for a building. He was taken out there by Dickinson. It is all a matter of record, and I have only one copy, but I certainly would be happy to submit that to you so that we are not talking about working in a vacuum, Senator.

In September 1972, the investigation of our subcommittee brought out the fact that there was prior knowledge to the Downes lease, that they had had people in the department. If I remember, and again I would have to go off the top of my head, I believe they knew in October that the building was going to be requested in February of the following year. They had taken options on it or had tentative options or whatever it was at the time.

But all of that testimony is in September 1972. All of this was pretty much out on the deck in the newspapers, all over. Not only would we know about it in the State, but I am sure that most of the men even down here, our delegation in the Congress have a clip service, and when something hot like starts hitting the deck, I am sure they all know about these things. I know I do not have a clip service,

but by golly we cover the whole State and get news back and forth. I got a little bit off the track. Would you like to get me back on?

Senator BURDICK. Do you have a copy of the September 7, 1972 document you referred to?

Mr. GUNTHER. Yes, sir.

Senator BURDICK. Would you supply the committee with it?

Mr. GUNTHER. I would be very pleased to.

[The material referred to follows:]

DEPARTMENT OF PUBLIC WORKS LEASING PRACTICES HEARING, SEPTEMBER 7, 1972

Present: Senator Lieberman, Senator Gunther; Representatives Beck, Bigos, Argazzi, King, Clarke, Tudan, Orcutt, Gudelski, Rock, Taneszio.

Senator LIEBERMAN. Representative Tudan, who is the Co-Chairman of the Committee is not here yet, but we are sure that he will be here. This is a continuation, as I guess most people who are here know, of our investigation or consideration of the State's leasing policies and we are beginning today, a series of case studies of particular Lease Agreements or particular lease projects with an eye of uncovering, as we did in our earlier work in the Department, some of the Administrative procedures and seeing if we can't make some positive recommendations. We're here today under the various statutory powers that a Legislative Committee has to investigate and we intend today to follow some of the more formal rules, as we did on our earlier set of hearings, to require that witnesses appear under oath as a formality and to proceed according to that kind of formal procedure. Today, we're looking into the considered, I guess, lease of a Lease Purchase Agreement for a Highway Garage in Waterford to be used by the Department of Transportation on agreement with the Frank Downes Construction Company and we intend to hear from three different groups or three different individuals, kinds of witnesses. The first will be representatives of the Department of Transportation, our old friends, honorary members of the Committee, Commissioner Kozlowski and Mr. Roscoe, and then a representative of the Department of Transportation which was involved in this case, who is Mr. Juliano and then Mr. Downes, John Downes, who is Vice President of the Frank Downes Construction Company. So, let me introduce some of the other Members of the Committee: Mr. Richard Nair who is a Staff Member, Representative Bigos, Senator Gunther, Rick Ousler, who is a Staff Member, Norma Colton who is Counsel for the Committee and Representative Argazzi, another Member of the Committee. If I can, I'd like to call on the Commissioner and Mr. Roscoe to come forward first and to, just by way of formality, could you please just raise your right hands and swear that the testimony you are about to give is the truth, the whole truth and nothing but the Truth. Commissioner and Mr. Roscoe, the last time you were here on the general subject matter of Leasing Policy of the State, we went over some of the basic steps that are followed, the kind of rules that are followed, procedurally, in regard to leasing of State property and today we'd like to do the same thing with regard to the Downes lease for the highway garage in Waterford. So I wonder if I can begin with the general question which is if you could give an explanation of some of the specific occurrences that lead, finally I guess, to a Letter of Commitment, signed by the State, with respect to this highway garage.

Commissioner KOZLOWSKI. Yes, on 10-27-71. I received a request from Commissioner Wood, in this case from the Department of Transportation, who requested that we seek and lease a garage for his Department in the Waterford area and, very shortly thereafter, on 11-3-71, which was about a week later, I received a proposal, a completed proposal, from the Frank Downes Company. The proposal was reviewed by my Department and we felt that it was too high. We felt that it was unacceptable. We sent it back and our leasing people negotiated—I requested that they negotiate further for a price that would be more realistic and acceptable. They went back and came back with a price and I'd like to break down the way that we consider it to be and the cost per square foot. I believe you all have received a copy of this but I'd like to review it once more, whereby we calculate that the cost for the building is \$3.03 per square foot. The cost for the nine acres of land, minus the square footage on the building, is 56¢ per square foot. So, we felt that it was important that we break it down. For example, at 60 Washington Street, we rented so many square feet and we didn't have any

land at all. So, it isn't fair when you're also leasing land, in my opinion, it isn't fair to lump the whole package into one figure per square foot because it's more than just office space, it's land. So, this is the method in which we calculated. So, again, I will repeat, \$3.03 per square foot for the building and 56¢ per square foot for the land. As I recall, the Downes proposal arrived and we did look for other space. We suggested to the Department of Transportation that there was State owned land nearby and—how many miles away? In East Lyme. The Department of Transportation rejected that suggestion. They said no, they preferred the location as presented by Mr. Downes. So, we decided to stay with that.

Senator LIEBERMAN. Do you remember what the grounds for that rejection were?

Commissioner KOZLOWSKI. Well, I don't really recall. I just know that the Downes location were far superior and it would be much more efficient and it was more desirable for the Department of Transportation. Then on February 27, we sent the Lease Proposal outline to Finance and Control for their approval. On 4-13, the Lease, the final Lease Proposal Outline was sent to the Department of Transportation and on 4-27, it was brought back into my office. That was this past April. And on May 9th, I issued a Letter of Commitment because Finance and Control and the Department of Transportation both agreed that this was a fair Lease for the State. So I issued a Letter of Commitment on 5-9-72 and the Lessor signed the Contract on 5-19.

Senator LIEBERMAN. I'm interested to go back to the beginning a certain extent. As I understand it, the original desire for the building, of course came from the Department of Transportation. They then sent a request to you on October 27th of 1971. A week later, a proposal was made by the Downes Construction Company. What was the source of that proposal? In other words, had there—I guess what I'm really asking is why did Downes make the proposal? Where did he hear about it?

Commissioner KOZLOWSKI. Commissioner Wood had told me that Mr. Downes had been in his office prior to 10-27. I'm not sure exactly when. Apparently, as I recall, a Highway was built through—it was either built or being built through some property that was owned by Mr. Downes and it would put him out of business. So, while he was there, he asked Commissioner Wood, is there any new business going on in the State. So Commissioner Wood said yes, they are, according to a certain report and the Etherington Report also, that they are going to consolidate several garages in that particular area and he indicated to Mr. Downes the location, the approximate location. And that is how Mr. Wood, Commissioner Wood had invited Mr. Downes to make a proposal.

Senator LIEBERMAN. So that Mr. Downes came to Mr. Wood because of the—

Commissioner KOZLOWSKI. Because of some other business.

Senator LIEBERMAN. And that is the reason why he was able to submit a proposal a week after.

Commissioner KOZLOWSKI. So soon after, yes.

Senator LIEBERMAN. In fact, had himself talked to the Transportation Department before DPW had formally learned about it. Why was the—in what way was the proposal too high? Do you recall?

Commissioner KOZLOWSKI. Yes, because it wasn't comparable with other—the cost of other garages in the area in the State. And we had negotiated, the Public Works Department had negotiated other leases and there was a recommendation from my leasing section, after my review also, and I agreed, that it was too high and that's part of our leasing procedure. If we decide it's too high, we go back and asked them to sharpen their pencil.

Senator LIEBERMAN. This is figured on the cost per square foot basis primarily?

Commissioner KOZLOWSKI. Correct.

Senator LIEBERMAN. And the original proposal did not stack up well on that basis.

Commissioner KOZLOWSKI. That is correct.

Senator LIEBERMAN. Do I understand—was this from the beginning, going to be a so-called lease Purchase Agreement or did that occur?

Commissioner KOZLOWSKI. May I refer to a letter from Commissioner Wood?

Senator LIEBERMAN. Right.

Commissioner KOZLOWSKI. Because you may or may not have a copy of it.

Senator LIEBERMAN. Is this the letter to the Committee?

Commissioner KOZLOWSKI. No, his letter to me—his letter of request. Shall I read it? Do you have a copy of this, Senator?

Senator LIEBERMAN. I think that we've just had a copy put in front of us.

Commissioner KOZLOWSKI. This explains—

Senator LIEBERMAN. Maybe you could just summarize it.

Commissioner KOZLOWSKI. Well it explains the request—how the Management Consultants had been hired to determine the cost of the operation, how it could be lowered and more effective use of equipment and manpower. And one consultant was Roy Jorgenson Associates and they recommended that certain outlying garages be abandoned and the crews consolidated for a more effective control of the daily programs. And inasmuch as the need to centralize several garages is concurred in by our maintenance department Director, I am advised that it is desirable to commence this operation in Southeastern Connecticut. I am herewith requesting your assistance to provide us with a garage as follows: And he specifies the location, pinpoints the location. Town of Waterford in the vicinity of Routes 195, 85 and 52—sixteen stall garage, between 10.8 and 10 acres. Then he felt that if a suitable agreement can be negotiated, I suggest that the facility be completed by private capital with the State paying rental for fifteen years and having option to acquire title by paying a stipulated sum at the end of the rental term. So this is how it all started.

Senator LIEBERMAN. Is that typical, that the Department Head would make a judgment of that kind? In other words, he's making the judgment that it would be better to enter into a Lease Purchase Agreement rather than building and—building the State itself, or just plain leasing?

Commissioner KOZLOWSKI. Well, it's my understanding that the Department of Transportation is quite aware of the changes of traffic pattern throughout the years and apparently they feel that to lock themselves in for a facility for thirty years or more that fifteen years should be sufficient and give them the option at that time, if new highways, perhaps there may be several new highways, they may decide at that time, to move this particular location. So, it is my understanding they do not want to commit themselves for a longer period of time.

Senator LIEBERMAN. I'm just wondering whether anybody at that point, would have said this is the kind of project which the State should better build, you know.

Commissioner KOZLOWSKI. Well, Commissioner Wood indicated the urgency that it should be done right away and I have made a chart—if we went through the Legislature, it would require a total of two years and four months for the completion of the building through the State procedures and it would require only eight months on a Letter of Commitment through private capital.

Senator LIEBERMAN. Can you go into a little bit now, into the terms of the Agreement with the Downes Construction Company? What the annual rental is.

Commissioner KOZLOWSKI. It's \$956,500 rental for—that's over a fifteen year period. Do you want the monthly account?

Mr. ROSCOE. The rent would be at the rate of \$64,500.00 per year, payable in equal monthly installments of \$5,375.00 each—that's in his letter of Commitment.

Senator LIEBERMAN. Allright. And how about—is that credited toward a final purchase price or is that a separate item in the cost?

Mr. ROSCOE. That's a separate item.

Senator LIEBERMAN. And what is the final purchase price?

Mr. ROSCOE. The Lessee has further option, upon termination of the initial Lease terms, may purchase the premises for a lump sum of \$407,777.00.

Senator LIEBERMAN. So, we're talking about a total State outlay for this project of about \$1.4 million over the fifteen years, until the point when we purchase it.

Mr. ROSCOE. That's if we exercise the option—

Senator LIEBERMAN. Right. Or about \$970,000.00 if we do not exercise the option. And, I guess I'm trying to relate that to what the cost of construction would have been to the State or in fact, was for the construction company. Are those figures available?

Commissioner KOZLOWSKI. Yes. I believe you have a copy of this—of a comparison of the Lease versus the capital project. At least it was xeroxed by one of your staff or personnel. And our calculations came this way. In comparison of a Lease versus capital project. Total lease purchase at the end of fifteen years, which would include the rental plus the option to buy, of \$1,375,277.00 less the land cost of \$91,000.00, making \$1,284,277. If we were to enter into a capital project, we would—it would cost about \$1,274,511.00. That takes into consideration the

cost of the building, plus the Bond Interest of five percent, plus the maintenance, plus the depreciation and it would have been about \$10,000.00 less expensive. But would have been a building that we would have owned, we would have had at the end of that period of time. (inaudible) But it would have been two years and four months. It was the time frame that really was the final determining factor.

Senator LIEBERMAN. My, I guess I've got a piece of paper here, that previous investigation showed that the estimated cost of the building by the Downes Construction was about \$240,000.00 and adding in the fees brought the cost up to \$276,000. I guess there was about another \$214,000.00 associated with the land costs. So that there was a total, on this piece of paper that I've got anyway, there is a total of \$407,000 some odd dollars and a potential return of—I'm speaking as a layman, a potential return, over a fifteen year period, of \$1.4 million. Is that—in other words, what I'm saying is, that it sounds generous to the Downes Construction Company. Am I wrong?

Commissioner KOZLOWSKI. I think you are wrong (inaudible). When this proposal was presented—when in the first place we asked why not build on State property, why doesn't the State build it by capital project, fortunately at the time, we had a capital project going in Farmington on the State Highway Garage and what we attempted to do was figure out the cost of both and figure out the time element and figure out which would be more advantageous at this time. (inaudible) Generally speaking, we felt it would be more advantageous to lease. We had already been requested to lease the facility but we just double checked it because we wanted to make sure that this proposal was in the best interest of the State. We also compared this proposal to other highway garages which have been leased over the years and the price is very reasonable. For example, Thomaston, now the annual rental there I believe, is something like \$74,000 a year. Here it's \$64,000 a year so in fifteen years there is a savings of \$150,000, approximately. So we did examine it carefully from that standpoint, whether we should build on State property or would it be better to lease or to purchase.

Senator GUNTHER. You're comparing again the leasing with State garage leasing, not with private garage leasing. It's twice now that you have remarked that the cost was too high compared with other State garages, even in the construction, in the first bid. But you're comparing only in house, you're not comparing outside of the State. Was there any determination of why the Farmington garage was that high? But you use this and I know, I believe what was that? \$6.66 per square foot.

Mr. ROSCOE. That was the Thomaston.

Senator GUNTHER. Oh, that's Thomaston. I'm sorry.

Mr. ROSCOE. The Farmington garage is a capital project.

Senator GUNTHER. But what was the cost running per foot for the Farmington garage when you people built it?

Mr. ROSCOE. I don't—I'm not very sure of the accuracy of this figure but I think it was something like thirty two or thirty three dollars.

Senator GUNTHER. Dollars per square foot? And this was a garage?

Mr. ROSCOE. Right. Now don't quote me as to the accuracy of that. But I think that was it. When we made this study as contracting something like twenty one or twenty five dollars. Those figures are very vague in my mind. That's one of the figures we did check into. Now these are very specialized garages. The Highway Department can give you more information because they had certain requirements in that respect. It's not like—I don't know if you can compare these to private garages. Certainly our comparison was among former State leases and what the State was doing and what the Highway or Transportation Department was doing. (inaudible)

Senator GUNTHER. You just said that you don't know if you can compare it with private garages, why?

Mr. ROSCOE. I think you better—the Department of Transportation is more expert on that.

Senator GUNTHER. In other words, they should have the answers as to why you can't compare—

Mr. ROSCOE. If we can, I don't know, maybe we can but this is a specialized service they perform. And we rely on their expertise in this matter.

Senator GUNTHER. In other words, all the recommendations relative to construction is then the responsibility of the Transportation Department, technically what you're saying.

Mr. Roscoe. Well, the Transportation Department, it is my understanding, has certain set specifications which must go into these Highway garages and they all must be met.

Commissioner KOZLOWSKI. I'd like to answer that, Senator, that the requirements for any State facility comes from the agency. Public Works Department does not specify the requirements. The requirements come from the agency and we are a service agency and it is our statutory obligation to perform in the best interest of the agency and also the State.

Senator GUNTHER. Do we have, just as a matter of interest, do we have a copy of the specifications of this garage? I haven't seen it. I'm sorry.

Senator LIEBERMAN. Representative BIGOS.

Representative BIGOS. Commissioner, I understand from your testimony, that the lease was negotiated on the basis of \$3.00 a square foot for the building and a separate square foot charge for the land. Is that—

Commissioner KOZLOWSKI. I said that this is the way that we calculate what we feel is the fair method of determining the cost per square foot for the building plus the cost per square foot for the rental of the land. Yes.

Representative BIGOS. Then I understand that the square foot charge for the land was in the area around 50¢.

Commissioner KOZLOWSKI. Right.

Representative BIGOS. How much land is involved in here?

Commissioner KOZLOWSKI. Nine acres.

Representative BIGOS. Nine acres. So nine acres, fifty two hundred square feet—

Commissioner KOZLOWSKI. It's 396,000 square feet, sir.

Representative BIGOS. 396,000 so 50¢ on that—that's 198,000 for the rental of the land?

Commissioner KOZLOWSKI. No.

Representative BIGOS. Wait a minute. What's wrong with my figuring? You got 396,000 square feet.

Commissioner KOZLOWSKI. You divide 396,000, sir, into 21,450 which is the rent that was attributed to land.

Representative BIGOS. 21,450 annually.

Commissioner KOZLOWSKI. That is correct.

Representative BIGOS. I don't quite understand what the purpose is of separating the land from the building. I assume that the land is exclusive of the land on which the building is located.

Commissioner KOZLOWSKI. Sir, may I present this question to you? At 60 Washington Street, where we had broken our lease, all we had there was so many square feet of office space, we had no land at all. So I feel that that's—so that if you don't have any land, that's the true value or the true cost of the office space. Here we have only 13,000 feet of space, building space, and we have 396,000 square feet of land. So, I feel, it is my opinion sir, that it should be broken down to make a fair comparison.

Representative BIGOS. Oh, I don't say you're wrong. I was just curious about why you were doing it. In fact, maybe in answering these questions I am—

Commissioner KOZLOWSKI. I'll try to say this that to just take the dollars, the total dollars divided by the square feet of the building alone is an unfair comparison. In my opinion.

Representative BIGOS. And you need the 9,000, the 9 acres of land.

Commissioner KOZLOWSKI. Well, I don't need it but the Department of Transportation put that down as a requirement. I understand that they are consolidating several garages in the area and they leave their plows outside and sanding equipment and so forth and they need the area. They also stockpile of sand and salt sheds and so forth.

Representative BIGOS. This is improved land which can be used for parking equipment and so forth? Is it wooded land or what is it?

Commissioner KOZLOWSKI. Well.

Representative BIGOS. I mean nine acres of a forest, I don't see any use to it at all. I don't care if the price is ten cents an acre. What kind of land do we have here in these nine acres?

Commissioner KOZLOWSKI. What sort of land?

Representative BIGOS. Well, is it improved land? Is it a forest or is it valleys and gullies? What is it?

Commissioner KOZLOWSKI. I would say that it is improved land. I haven't seen the site myself. But I'll be very happy—to send you a plot plan, topographical contour map of the site improvements. I don't happen to have one with me.

Representative BIGOS. Well, wouldn't you have that at the time you negotiated the lease, to find out if the rate of 50¢ per square foot for nine acres is too high or right or what? Not knowing the land you're dealing with?

Commissioner KOZLOWSKI. Well sir, I didn't negotiate personally. It was my Leasing Department that did the individual negotiating. And it was their recommendation that it was fair.

Representative BIGOS. OK.

Representative BECK. Commissioner, I wanted to ask you about the basic concept involved in leasing versus State construction of garages. You mentioned that there is a shift in land use pattern or a shift in traffic flow patterns which takes place and therefore, you feel that a fifteen year period of time is sufficient commitment. Could you give me some figures, how many, either percentages or numerically, how many garages we have then actually exercised our option to purchase and second, what is the average length of time between major shifts in highways in the State of Connecticut?

Commissioner KOZLOWSKI. Well, I'm afraid I can't answer those questions at the present time. But I will certainly have our people go back to our files and get this for the Committee. And I'll be very happy to submit this to you.

Senator GUNTHER. On these figures that you're using on construction site and that sort of thing, are these figures that are estimated by your Department?

Commissioner KOZLOWSKI. Yes, they are.

Senator GUNTHER. In other words, you do the actual estimation of the actual cost—

Commissioner KOZLOWSKI. We have an Estimating Department on every project before we go out to bid on and our standard construction projects and it has gone through by our own people. And if the final bid comes in over ten percent of the construction cost, there must be, of our estimate, then we must have certain reasons before we can proceed.

Senator GUNTHER. I take it you inherited the Farmington project.

Commissioner KOZLOWSKI. Yes, sir.

Senator GUNTHER. All right. Now, was an estimate done on that particular project?

Commissioner KOZLOWSKI. I'm sure there must have been, yes. That was the policy. That was before—

Senator GUNTHER. In other words the cost of some thirty two, thirty four dollars per square foot apparently was estimated by the Department at that time.

Commissioner KOZLOWSKI. I think that's the actual construction—yes, I would say it was estimated at that amount and it also came in at about that amount.

Senator GUNTHER. Well, I tell you, I'd like to—

Commissioner KOZLOWSKI. Through competitive bidding.

Senator GUNTHER. As a Member of this Committee, I'd like to see the estimate and the specs on that particular garage and I'd like to have them submitted to this Committee and I asked before whether we had the specifications for the Downes garage that were submitted. Do you have those?

Commissioner KOZLOWSKI. I'll be very happy to submit them to your Committee.

Senator GUNTHER. I would like to see the actual specs.

Senator LIEBERMAN. Commissioner, just to go back a moment, we have a situation where the Transportation Department had this garage in mind, I'm troubled a little bit but you explained the circumstances with the fact that the Downes Construction Company knew about the Department's—the Transportation Department's desire for the garage before you did. We then have an October 27 request to you to proceed and a week later, the Downes Company comes in with a proposal that you then negotiated down to a certain extent. What I'm wondering is, what other alternatives, that is what was the nature of the search for other sites or other form, other contractors, in fact, during the period as required by your rental procedures?

Commissioner KOZLOWSKI. We felt that this was a good proposal, it was an ideal site and we were in a hurry. the DOT was in a hurry to get this show on the road so, for that reason, we didn't search any further. We thought it was fair, we were able to negotiate down and that was it.

Senator LIEBERMAN. The only other counter suggestion made was that there was State owned property about eighteen miles away and that was rejected by the Department of Transportation. Now, I guess I, the Senator just asked me, but when we asked you before, why was it rejected and you said the Department just didn't think it was an adequate location, I guess.

Commissioner KOZLOWSKI. That is correct.

Senator LIEBERMAN. We can go into that a little bit later with Mr. Juliano. There was, I think it's fair to say, no surprise to anyone, that there have been certain suggestions made about influence in regard to this project and I really want to ask you directly, whether, at any point in the negotiations over the project, leading up to the Letter of Commitment, Mr. Brian Gaffney was involved? Did he speak to you at any point in these negotiations?

Commissioner KOZLOWSKI. No, but I called him. At the beginning I was unaware that Mr. Downes was his uncle. After I had found out, after I had received the proposal, I found out, I did call Mr. Gaffney. I asked him if this would embarrass him in any way. And he felt no, that just because he was related to him, that isn't any reason why we shouldn't do business with him and that he should receive the same courtesy and consideration that any other contractor might or anyone else who might submit a proposal. And that was the extent of Mr. Gaffney's participation. I had called him.

Senator LIEBERMAN. He had nothing more to say about—

Commissioner KOZLOWSKI. Absolutely nothing.

Senator LIEBERMAN. Was there any contact with your Department or with you personally, by the Governor's Office in regard to this lease? Favoring the lease?

Commissioner KOZLOWSKI. Absolutely none.

Senator LIEBERMAN. OK, Senator, do you have other questions?

Senator GUNTHER. You said, when we built this garage, it would have taken two years to come back and get the Legislative approval for capital project and that, and yet, when the Middlesex Community College, we set up a different format. Now you had the statute authority at that time, to set up a format of a build with a lease-back and an amortization of mortgage at that time. Why wasn't it done on this particular building?

Commissioner KOZLOWSKI. Well, I think the reason why it wasn't done, it just wasn't. I don't have a real good reason for that. It was just that it was so new at that particular time and we just didn't do it.

Senator GUNTHER. I notice in your estimates and I don't have—the first I've seen them, I'm sorry, on the comparisons, that on maintenance, you figure five percent per year if the State were to build this. Do you mean on a new building, we would consider the first let's say four to five years on a five percent maintenance cost? On a brand new building?

Commissioner KOZLOWSKI. That's the way it averages out, sir. That's what we have figures that can substantiate that.

Senator GUNTHER. You're talking seventy five percent of the building over the fifteen year period on maintenance. Am I right? I mean you figure \$427,000 to build it on a fifteen year, five percent per year, that's \$354,000 maintenance.

Commissioner KOZLOWSKI. That's correct.

Senator GUNTHER. That seems rather high. Again, this is the estimate by your Department.

Commissioner KOZLOWSKI. That's correct.

Senator GUNTHER. Now you also—

Commissioner KOZLOWSKI. But they are nationally accepted averages over the long haul. The first two years I'm sure there wouldn't be that much. But then your roofs and walls and everything else that goes with it, it comes out to approximately that amount.

Senator GUNTHER. But we're still talking almost, well seventy-five percent on a fifteen year period. You also figure three percent depreciation. Now, that means at the end of the fifteen year period, the State would consider that building to be worth \$260,000 and on the purchase-back on an option to buy, the same building from the Downes people, you put the estimated cost to purchase at \$408,000, or built into the contract.

Commissioner KOZLOWSKI. That's not the estimated cost, that would be the cost. That's what they would be willing to sell it to us.

Senator GUNTHER. All right. But we are depreciating it, if we owned it ourselves, fifty percent.

Commissioner KOZLOWSKI. Those are theoretical figures, Senator. You realize that, I'm sure.

Senator GUNTHER. I'm still—we're dealing with figures and we're trying to take and substantiate why we do these things and your substantiation here to me, leaves a lot to be desired, frankly. And again, this is my opinion as opposed to your estimators. So that I just can't help, in view of this, to take and—Would we also be paying a five percent interest? Would we get, if we could, bond for this particular building, would we still be on a five percent in today's market?

Mr. ROSCOE. I just read in the paper this morning they put out a Serial Bond Issue and it came to something like 4.87 or something so this five percent here, at the time it was a little more than five percent. That was the bond market at that time. At that time, those were the figures because I remember.

Senator GUNTHER. I might also put the time frame, two years and four months which technically speaking is not true because of a law that we passed I believe it was '69, which would have allowed you to take and do the same thing that you did on the Community College, technically. As far as going out, having it built, have the pro-rated, the lease prorated against the cost of the purchase. So that technically speaking, the two year four months does not hold on this side of the balance ledger either. Even on the present, existing statute.

Mr. ROSCOE. Well, you've got to remember that Middlesex Senator, is an experimental project. We don't know how this is going to work out. We're proceeding very cautiously. We're not going to do everything like we did in Middlesex. We're proceeding cautiously in that area. We're not just going to go out and do everything like we did Middlesex. It may be good. It may be bad. We have to evaluate and weigh that and we don't want to rush into that kind of a thing. It's a new concept. It's a concept which your Committee should explore and I hope you will when you get into Middlesex and the whole design package concept. But it's a new one and we're proceeding very cautiously. We're not going to spend the State's money and rush out and do fifty of these.

Senator GUNTHER. You still had the statute authority for other than a build-lease ultimate purchase type contract.

Commissioner KOZLOWSKI. Yes, I would say that is correct.

Representative TUDAN. Commissioner, what really disturbs me is Commissioner Wood's recommendation as a result of their consulting firm saying that making a recommendation, proceed with haste to acquire a spot for this Downes garage. The point that I'm trying to make is that we have had certainly in all the years that I've been in the Legislature, many, many, many study groups coming up with very important recommendations and those things just sit down in the file cabinets and nothing is done about it and for them, because a consulting firm makes a recommendation to proceed with such haste, without the state themselves looking more thoroughly into the situation, really disturbs me.

Commissioner KOZLOWSKI. Well, it was not only the consultants, the management consultant firm, but it was also the Etherington Report that had recommended this same situation.

Representative TUDAN. There's no question about it. There's scads of recommendations by the Etherington Report that they won't even touch or look at or do anything with. And what disturbs me, Commissioner, is the mere fact that a consulting firm said this and so because they said it, boom, boom and they have to proceed with such haste.

Commissioner KOZLOWSKI. I also respect Commissioner Wood's opinion, a man with some thirty or thirty odd years experience with the Highway Department, I would think that that should—

Representative TUDAN. Yes, but he's to make a recommendation to you and, of course, it's the Public Works Department that's going to determine and not the Highway Department.

Commissioner KOZLOWSKI. Sir, we are a service agency and our job is to perform a service for other agencies.

Representative TUDAN. And for him to do his job is not for him to tell you to do your job.

Commissioner KOZLOWSKI. He didn't tell me, he recommended and I agreed with his recommendation.

Representative BIGOS. Commissioner, when negotiating a lease for a building, is it your practice to invite competition for price, through advertising?

Commissioner KOZLOWSKI. No, it is not.

Representative BIGOS. Why not?

Commissioner KOZLOWSKI. Well, it just has not been the policy. This is something that we are considering in our new set of rules and regulations that we hope to have before the end of the year.

Representative BIGOS. Well, do you think it's good practice to invite bidding?

Commissioner KOZLOWSKI. I don't think it's a bad practice.

Representative BIGOS. I see. Now—

Commissioner KOZLOWSKI. It may have certain limitations but I don't think it's a bad practice. I also know that many, some states do and some states do not. I think just as many do not as do. So, we are not alone—

Representative BIGOS. You're not going by precedents of other states. Would you not be going by what you think is the best thing?

Commissioner KOZLOWSKI. I would evaluate the pros and cons of both systems before I make the final recommendation.

Representative BIGOS. What would be wrong with inviting bids, when you say that you would have to evaluate it?

Commissioner KOZLOWSKI. Well, for example, if the Labor Department needs additional space and there is space upstairs in a particular building and if you go out to public bidding on leased space and they have a little cubby hole half way across town and you're going to have to divide up your operations, you'll be forced into it through the low bidding procedure. That isn't practical. It isn't reasonable. For that reason I feel that it is not good to advertise. It's best to try to negotiate for the same price that you're currently operating with in this same building for efficiency of operation. That is one particular reason.

Representative BIGOS. Look at it this way, on bidding you are not bound to accept, let's say, the lowest bid. You are not bound now. Now why, in this case, could you not have asked for bids and still not being bound to take the lowest bid or whatever bid, taking into account many other factors. You don't have to be bound but you can still go out and ask for bids.

Commissioner KOZLOWSKI. It's also time consuming and you must allow anywhere from a week to six weeks for—ten days to six weeks, for bids to be advertised and to be submitted and so forth and you can waste many months that way.

Representative BIGOS. Well, then you think that money is a second consideration in the thing. Apparently, if you're trying—

Commissioner KOZLOWSKI. Well, there are many important considerations, sir. I wouldn't say which one is most important in this particular case.

Representative BIGOS. Well, you look around the area, even if you don't bid, to see what is available, before you sign up.

Commissioner KOZLOWSKI. We felt that the lease was fair to the taxpayers and so we continued the negotiations and then we committed the State.

Representative BIGOS. Well, Commissioner, I'll conclude with one observation and it's this—that when we rent nine acres of land, not knowing even what kind of land it is—

Commissioner KOZLOWSKI. Well, that isn't true, sir. That's not a true statement.

Representative BIGOS. Well, I asked you. You were not able to tell me.

Commissioner KOZLOWSKI. I said that we have plans, we have topographical locations and I did not do the physical negotiations, that I did not visit the site. This was done through our staff, a very competent leasing staff and they assured me that this particular land was proper and it was a proper lease. I reviewed it, compared it with other leases that the State had performed over the past fifteen years, and that stands right up there and it's as good as anyone and even better than most.

Representative BIGOS. Well, I'll still make this one observation. That I think paying \$3,200 a year for what is vacant land out in the country is kind of an expensive rent for that.

Commissioner KOZLOWSKI. Well, I'm not so sure it's vacant land, sir.

Representative TUDAN. Commissioner, along that same line that Senator, Representative Bigos, or is it going to be Senator, was pursuing, you yourself had admitted just a few moments ago, that you had contacted Chairman Gaffney as opposed to him contacting you.

Commissioner KOZLOWSKI. Correct.

Representative TUDAN. And—with the idea in mind that possibly this could be a political hot potato, conceivably so. And this thing is fairly recent and certainly, if as you said, you reviewed you know, it just surprises me that all facets of this and as Representative Bigos said, the acreage of the land, certainly you must know whether it's all cleared, whether it's all level, as he said whether there are streams there, whether it's wooded or so. This really surprises me Commissioner. Because this thing is, as we admit, that it could be a political hot potato, that I certainly, if I were the Commissioner, I would have investigated all facets of this thing.

Commissioner KOZLOWSKI. Well Sir, we have several hundred projects in construction throughout the State—

Representative TUDAN. Yea, but you don't call Chairman Gaffney on every project, I'm sure. But this is one that you did, sir.

Commissioner KOZLOWSKI. That is correct.

Representative TUDAN. That's what I mean. I think that you should be acquainted with all the facets of this.

Commissioner KOZLOWSKI. Then as your opinion sir, there are just so many hours in the day and I can visit so many——

Representative TUDAN. But you said you reviewed it.

Commissioner KOZLOWSKI. I reviewed the proposal, not the site. I reviewed the——

Representative TUDAN. Well the site is part of the proposal, Commissioner.

Commissioner KOZLOWSKI. The physical site is what I referred to.

Representative TUDAN. And this is what we'd like to know about, you see.

Commissioner KOZLOWSKI. Yes, okay. And I did not visit the physical site.

Representative TUDAN. Someone did.

Commissioner KOZLOWSKI. Oh, yes.

Representative TUDAN. And there must be a report.

Commissioner KOZLOWSKI. And I say yes that there is a report and we would be very happy to give it to you.

Representative TUDAN. And you're just not acquainted with it? We would appreciate it, sir.

Mr. ROSCOE. Our leasing agent did look at the site at the time. In fact, he did more than that. He looked at comparable acreage just for price in that area and he reported back to me——

Representative TUDAN. Well, what do you know about it if he reported back to you then?

Mr. ROSCOE. Well, that's his function. I accept his word for it. He's supposed to be a competent expert on this. Our leasing agents are supposed to be competent people. We don't look at every single site. I don't go out personally but we have a leasing section that goes out and looks at sites and we have leasing agents that do that. [Inaudible.]

It could be swampland for all we know.

Representative TUDAN. That's what I'm afraid of, it could be.

Mr. ROSCOE. It doesn't mean that the top officials in the Department necessarily——

Commissioner KOZLOWSKI. Plus the fact that the Department of Transportation visited the site and they thought it was most desirable. They are the ones we are supposed to please.

Senator GUNTHER. So actually they are the only ones that are really a check on this fellow as to whether or not this is the true value and there has been a search of the comparable prices in the area. In other words, you're depending on one man. You don't go out and try to find any other appraiser in the area and ask them for comparisons as to whether this is true value. We have enough State appraisers we pay for in this State in our various Departments. Does the DOT appraisers look at this thing at all? In other words, this is strictly from the top, from the Commissioner.

Commissioner KOZLOWSKI. I don't understand your question.

Senator GUNTHER. We have plenty of appraisers in the DOT, don't we?

Commissioner KOZLOWSKI. I don't know. There may be one, there may be a thousand. I have no idea.

Senator GUNTHER. But they don't—actually the appraisers themselves, from DOT, doesn't go out and look at the area and say that it's fair value and then your appraiser——

Commissioner KOZLOWSKI. I am not familiar with DOT.

Senator GUNTHER. In other words, we are operating on a single appraisal and that's in your Department, as to whether or not these are true and fair values.

Commissioner KOZLOWSKI. Yes. We rely on our people. There's been an experience.

Senator GUNTHER. We stopped. You gave us a runup of the presentation of the request and worked through 10-27-71 up to 5-19-72 when you signed with the lessor. What is the status of this lease at this point?

Commissioner KOZLOWSKI. I believe that the plans are either completed or just about completed. No, they're in the process of completion.

Senator GUNTHER. All right. But actually, right now, we have another step, don't we? We have a Finance and Control or the Attorney General that has to approve it at this point. Has he approved this?

Commissioner KOZLOWSKI. As yet, he has not.

Senator GUNTHER. Has he received this? Is this out of—I mean we're talking about four months.

Mr. ROSCOE. Senator, may I explain? What the Attorney General approved is the final consummated lease. That lease will not be consummated until the building is built and accepted by the Department. This is standard practice for years. We do the same thing in capital project. We sign a contract that legally commits us in many ways. That contract is sent over for approval by the Attorney General. He knows nothing about that until it arrives in his office with an executed contract.

Senator GUNTHER. You mean the building is completed and constructed and then you have the Attorney General look at this Lease to find out if this is proper, the whole procedure, the Letter of Commitment?

Mr. ROSCOE. When we prepare a lease, what he looks at is the final consummated lease and that's what he puts his approval on. He may not even know this exists at the moment. That is the procedure that has been set up.

Senator GUNTHER. But, mind you, the total contract, as I understand it, is to build a building and to build it within this framework and then to lease it to the State. Now, how can he review the lease itself, at the time of completed construction, when to me the State is obligated at this point, with a letter of commitment to build this thing and I believe at our last hearing, Commissioner, you said that he not only was to review it as to the legal ramifications of a particular lease, but also the substance of it.

Commissioner KOZLOWSKI. That was my understanding, yes.

Senator GUNTHER. Now, this you've said twice now and how can he do this if the substance is a matter, is anti-climatic at the time of the completion of the building?

Commissioner KOZLOWSKI. Yes, I'd like to answer that, Senator. I would say that since the Attorney General has not complained about the procedure, I would say that it's the procedure of the past fifteen or sixteen years and I would say that apparently he feels it's satisfactory since he has not complained about it.

Senator GUNTHER. Is this normal procedure in other agencies? He complains if it's wrong?

Commissioner KOZLOWSKI. If there's something wrong, I would hope that another agency would complain, absolutely.

Senator GUNTHER. Well, how would he know the substance of it, Commissioner, unless you turn the materials over for him to peruse?

Commissioner KOZLOWSKI. Well, he has the obligation to give us preliminary and final approval and how he does it, that's his—

Senator GUNTHER. In other words, what you're saying we don't have the policy of turning this over at the time of the Letter of Commitment and this has been the policy in the past also?

Commissioner KOZLOWSKI. That is correct. It's always been this way.

Senator LIEBERMAN. I'll tell you what I'd like to do. Representative Orcutt has wanted to ask a question and then because the Commissioner and Mr. Roscoe are going to stay here, after the question, I'd like to call the other two witnesses to the table and then we can proceed.

Representative ORCUTT. Commissioner, is it fair to say in this situation that we have been discussing, that normal procedures were followed throughout in terms of evaluating the site and of getting the Attorney General's approval. I mean you just followed the normal Departmental procedures that have been in effect for many, many years. Is that correct?

Commissioner KOZLOWSKI. That is correct.

Representative ORCUTT. Thank you.

Representative BIGOS. Even if they're wrong, you could still do it.

Commissioner KOZLOWSKI. Sir, I have never done anything intentionally wrong.

Representative BIGOS. If in your own mind—

Commissioner KOZLOWSKI. If I felt it was wrong, I would change it.

Senator LIEBERMAN. Representative Beck wants to sneak a couple of questions in.

Representative BECK. I just really wanted to summarize three of the steps in the decisionmaking process. The first, the priority of the projects of Public Works would undertake. Now in this case, the decision on the garage presumably the recommendation of consultants, the matter of haste, this is presumably written into almost any consultant's report. They say it is desirable to undertake this immediately in the interest of economy and all that. Now, who makes that ultimate decision on the priority of projects? Is it you, the Commissioner of

Public Works? Do you negotiate this with several commissioners? I just want to be sure who makes the choice as to which is done next.

Commissioner KOZLOWSKI. In this particular case, we proceeded through normal channels. It was a request from the Department of Transportation and I took Commissioner Wood's word that it was a need plus the two reports indicating that there was a need and so we gave this a high priority. I would say it was probably between Commissioner Wood, the Commissioner of Finance, Adolph Carlson, otherwise he wouldn't have approved it either. We need three approvals. So the three of us, although we do not sit down specifically and say this is first, this is second, we take them as they come along.

Representative BECK. So, in other words, just to get this processed in the normal case, as you go through a year, the process is then negotiated at the request of the Department head, negotiation between you, the Department head and the Commissioner of Finance and Control, as to which would come next in your list of priorities, is this correct?

Commissioner KOZLOWSKI. That is correct and I would also suggest that the Commissioner of Finance and Control must certainly work close to the Governor's office to help and assist in priorities, from that end, before he gets approval to make expenditures. I'm assuming this.

Representative BECK. So then this responsibility would be a shared responsibility, roughly, between three cabinet heads, if you want to put it.

Commissioner KOZLOWSKI. That's correct.

Representative BECK. Then my second question—on the decision to, again on this garage, to rent versus buying, that ultimate decision—I'm trying to figure out who has the responsibility here—the ultimate decision, who makes that?

Commissioner KOZLOWSKI. Well, it was my recommendation and also Commissioner Wood's that in order to meet this very close schedule, that to build would take too much—we couldn't possibly do it if we took on a capital project. So it was the urgency of this particular situation that determined it. It was my recommendation that we go this way; also Commissioner Wood's and Commissioner Carlson also agreed.

Representative BECK. So the three of you would be involved in that decision. And then this final question which Mr. Bigos had raised about advertising, in a situation like this, where you do have high unemployment and presumably a number of contractors who would seek these opportunities, and you have a sort of questionable project, you presumably do get advice or do you pretty much make that decision yourself or do you work with Wood and Carlson also, or how would that kind of issue be resolved?

Commissioner KOZLOWSKI. I'm sorry I think—

Representative BECK. In other words, where you have this kind of ticklish situation, you did call me to ask whether there was any problem, it seems to me if I were involved in this kind of issue, you know, I'd want to cover myself by advertising and take into account that there is high unemployment and you might just get a good low bid at a time like this. There are a lot of contractors floating around, possibility of getting a low interest rate. So a decision is made where I presume you did perhaps have this same kind of doubts would you work with anybody on that kind of decision? Is that yours or, you know, do you have a Committee or something; I guess this is what I'm looking for?

Commissioner KOZLOWSKI. No, we do not have a Committee. It's my statutory obligation to provide a service and I preserve it to the best of my ability.

Representative BECK. Yes. So, this is your—OK.

Commissioner KOZLOWSKI. And as soon as I possibly can, at the lower cost.

Senator LIEBERMAN. Let's call Mr. Downes and Mr. Juliano to the table. I'd like to simultaneously administer the oath to both of you, if I could. Do you swear the testimony you are about to give is the truth, the whole truth and nothing but the truth, so help you God? Please be seated. Mr. Downes, I wonder if you could identify yourself in the microphone and your relationship to this matter under inquiry.

Mr. DOWNES. Yes. My name is John Downes. I'm Vice President of the Frank Downes Construction Company and I am the individual with the Frank Downes Company who worked with the Department of Transportation to put this package together.

Senator LIEBERMAN. Mr. Frank Downes is the President of the Company?

Mr. DOWNES. That's right. He's my father and he's the President of the company. I'm the Vice President.

Senator LIEBERMAN. And that would make you Brian Gaffney's cousin.

Mr. DOWNES. That's correct.

Senator LIEBERMAN. We're interested—I guess you've been sitting here this morning, so you appreciate our interest in documenting the events here. Why don't you go back to the beginning and explain to us how the Downes Construction Company became interested in a building of this highway garage.

Mr. DOWNES. Well, we've been active in leasing with the State since the mid 50's and had entered into a lease with the State for the Motor Vehicle building at 1185 West Main Street in New Britain.

Senator LIEBERMAN. How long ago was that?

Mr. DOWNES. That was in 1959.

Senator LIEBERMAN. Had you entered other leases?

Mr. DOWNES. No, that's the only one.

Senator LIEBERMAN. That was the most recent one before this one?

Mr. DOWNES. That's correct. That was for a fifteen year lease. Ten years after that lease commenced with the adjacent location to the highway, the State indicated to us that they might want to change the location of the facility because of the inconvenience of the highway set-up as it circled that particular Motor Vehicle building. So, we took out an option on some land in New Britain and prepared plans to move that site into New Britain. And had proceeded with preliminary drawings and then the State decided to stay where they were, I guess because they served Plainville, Farmington and this would put people at an inconvenience. So they decided to stay where they were and they terminated our lease and bought the building. At that time——

Representative ROCK. May I interrupt at this point? You mentioned the fact that it's the State of Connecticut you're dealing with. Do you want to specify the Agency you're dealing with in the State of Connecticut?

Mr. DOWNES. It was the Leasing Division.

Representative ROCK. Public Works?

Senator LIEBERMAN. Leasing Division of the Department of Public Works. Could you date this?

Mr. DOWNES. Yes, the Lease was terminated in '69 and this action took place right along with the date of termination. Let's see, then we agreed—they told us what they would pay us for the building and we accepted that figure, with the thought that if another lease became available that we would be interested in pursuing it and coming up with some numbers and this finally developed. I got in contact with a gentleman named Howard Dickinson who is with the Public Works Department and told me that there was an interest in a lease building in the Waterford area, right near the highway system, 85, 152 and 95.

Senator LIEBERMAN. I think that Dickinson is with the Transportation Department. Isn't he?

Mr. DOWNES. And at that time, do you want me to just proceed with what happened?

Senator LIEBERMAN. Yes. Representative Gudelski?

Representative GUELSKI. Senator, I just want to get this clear in my mind. Now you are involved with the Public Works Department and Department of Transportation. You are negotiating with both?

Mr. DOWNES. No, not really. At this stage of the game, Public Works was not involved. It was strictly Dickinson who——

Representative GUELSKI. Then you're dealing, at this point, only with the Department of Transportation.

Mr. DOWNES. That's correct.

Representative GUELSKI. OK.

Senator LIEBERMAN. And what date was that again?

Mr. DOWNES. That was, I would say, in May, early in May of '71. We went down into the area and looked at certain land that was available and we all came to an agreement that this particular land that was subsequently bought, was most desirable. And, at that time, we entered into an option for the land and we prepared drawings and outlined specifications and work-ups of numbers of what our cost would be and submitted a quotation to Public Works.

Senator GUNTHER. You took an option in May of '71 on the land, on the strength of Mr. Dickinson's recommendation?

Mr. DOWNES. No, we didn't take the option in '71, we took the option in, it was late '71, I'd say November.

Senator GUNTHER. This was strictly—this was with no contact whatsoever with the Department of Public Works.

Mr. DOWNES. That's correct.

Senator GUNTHER. This was on the strength of what Mr. Dickinson related?

Mr. DOWNES. That's right. Land by the way, in Waterford, in this area—we gambled in taking out the option that it would be acceptable and that's why we didn't buy it. That's why we took out the option. It was a gamble on our part because we didn't have access to the land.

Senator LIEBERMAN. The option then, was taken on the land actually before the Department of Public Works received the formal request from the Department of Transportation to proceed in this project. It was taken out in October some time.

Mr. DOWNES. I'm not sure of the dates. We took out the option before I had any contact with Public Works.

Senator LIEBERMAN. Let me just go back and get clear again in my own head how you, what lead you to make this proposal. In other words, you made the approach to the Department of Transportation.

Mr. DOWNES. Yes, I made the approach that we were interested in entering into working out a lease deal or proposition with the State and they told us that they had need for one in Waterford, they told us the size of the building, how many stalls they would need and what the facilities, the salt storage sheds and the sand storage facilities and we worked and prepared a drawing showing these facilities, worked up our numbers based on what they wanted.

Senator LIEBERMAN. Is that parcel of land you took the option on in October of '71 the one that construction is proceeding on?

Mr. DOWNES. Right.

Senator LIEBERMAN. Was there another parcel of land involved at an earlier date?

Mr. DOWNES. No. We looked at other parcels of land and we thought very seriously of another one, but someone bought it before we had a chance.

Senator LIEBERMAN. Let me ask you a question, if I can, about the costs involved here. You heard testimony earlier that, in the itemizational costs that we had for the project, it came to around \$400,000.00, cost to your firm and over the fifteen year period, in rental payments, it would cost the State about \$970,000.00 and then an additional \$400,000 or so on top of that to purchase—for the State to purchase. To me, that sounds like a very favorable arrangement for your company. Does your company view it that way?

Mr. DOWNES. No. There are a lot of costs involved here that I haven't heard anybody speak of. For instance, we are now taxpayers in the Town of Waterford. We pay land taxes on the value of our property. We also have interest to pay on the cash outlay to put this package together. We also have an obligation to perform maintenance on the building. If the roof goes bad, our phone rings and it's our obligation to fix it. If there is some structural problems involved, it's our obligation to fix it. So there are certain costs—it's not all gravy, so to speak. We have a cost. The taxes alone go up to \$7,000.00.

Senator LIEBERMAN. But still, we've got on an investment of \$400,000, a possible return of actually \$1,400,000 and it seems like a wide gap.

Mr. DOWNES. Well, if the State, of course the State could walk away from this at the end of fifteen years and I've got a building that's a garage. I don't know if I could find anybody to buy it.

Senator LIEBERMAN. Let me ask you another question about the cost. We noticed in the itemizational cost that the work on the land came to, I don't know, the site work and land improvement along, came to \$120,000 and a building cost of about two hundred and some odd and that sounds very high. Why was, why did the site improvement cost that much?

Mr. DOWNES. Well, this is a fully developed nine and a half acre site. We bought the site graded and cleared to our specifications. Now, once that is done, we then have to go in and put in finished site work which amounts to—I jotted down the items—storm drainage, reinforced concrete pipe, catch basins. We have to excavate and install water, oil tanks, septic tanks and field, gas tank and pump installation. We have concrete pavement, bituminous pavement, bituminous slopes, bituminous curbs, oil gravel pavement. We have to purchase top soil, fine grade, fertilizer and seed. These items represent the \$125,000. As an example, there is over 17,000 square yards of bituminous pavement.

Senator LIEBERMAN. How much did the land cost the Downes Company originally?

Mr. DOWNES. We looked at the \$91,000.00. And I said looked at it. When we bought the land and stood there on the site, we were quoted the price, we agreed

to the price of \$61,000.00 for the nine and a half acres. However, there was a lot of site work to do and the topography was such that there had to be a lot of cuts and fills and there appeared to be a lot of rock in the area and there appeared—and there were a lot of trees. We refused that particular offer and the gentleman who owned the land also owns the New London Sand and Gravel Company. And we were expressly concerned about the rock involved because we could see the large boulders protruding through the grade. He said I wouldn't worry about the boulders. So I said well why don't you give me a—why don't we settle on a price to give me the job and the plan to grade. And we agreed to add \$30,000.00 to the land cost of \$61,000.00 and, believe me, we got a deal. We got a graded site to our needs, for \$91,000.00.

Senator LIEBERMAN. Mr. Downes, did you ever request the assistance of your cousin, Brian Gaffney, in securing this lease?

Mr. DOWNES. At no time.

Senator LIEBERMAN. Have you ever talked to him about it?

Mr. DOWNES. No.

Senator LIEBERMAN. Never talked to him about it.

Mr. DOWNES. Not as yet. My father did, when it became clear that there might be something coming out of our negotiations with Mr. Dickinson. He spoke to him and asked if there was a problem here because we don't need the problems and Brian told him that—listen, if you can work out something, why should I hurt you because I'm active in the Legislature.

Representative ROCK. What kind of a problem were you referring to?

Mr. DOWNES. He didn't want to embarrass Brian.

Representative ROCK. Now you said there was a problem and you spoke to Mr. Gaffney.

Mr. DOWNES. The only problem I had that we felt that we didn't want to embarrass Brian.

Representative ROCK. Is it normal procedure to go with an option to the Department of Transportation or the Department of Public Works?

Mr. DOWNES. I don't know.

Representative ROCK. Well you went to Mr. Dickinson of the Transportation with the option.

Mr. DOWNES. I had an option on the land at that time.

Representative ROCK. Is this the normal procedure, I'm asking you.

Mr. DOWNES. I don't know. It was my land if I wanted to buy it.

Representative ROCK. Commissioner, do you know?

Commissioner KOZLOWSKI. I'm not sure of the question again. But if he wanted to purchase land and present it to the Department of Transportation, I don't see any law against that.

Representative ROCK. No. But, is it normal procedure?

Commissioner KOZLOWSKI. I really wouldn't know.

Representative ROCK. Who would know?

Commissioner KOZLOWSKI. The many people who speculate in purchasing land. I'm sure they must go into other agencies and ask them whether it is suitable or not. I'm just assuming that.

Representative BIGOS. A better question is—were you directed by someone to go to a person or a Department?

Mr. DOWNES. Was I directed? No.

Representative BIGOS. You or your father?

Mr. DOWNES. No.

Senator LIEBERMAN. You just went to Dickinson in Transportation of your own volition.

Representative BIGOS. You knew where to go? Now you were acquainted with the operation.

Mr. DOWNES. With Dickinson's?

Representative BIGOS. No, with our State operation—where to go. You know where to go now. You don't have to ask anybody.

Mr. DOWNES. Well, we've been active since the middle '50s—

Senator LIEBERMAN. We were asking about Brian Gaffney. Were you ever involved in discussions with anyone in the Governor's office about this lease?

Mr. DOWNES. No.

Senator LIEBERMAN. Your negotiations never involved any representatives of the Governor's Office?

Mr. DOWNES. No.

Senator LIEBERMAN. Are there other questions from the Committee?

Senator GUNTHER. On this \$30,000.00 worth of site work that was done, when was that done?

Mr. DOWNES. That was done in February, April and May—late February.

Senator GUNTHER. In other words, this was after you had actually presented the proposal.

Mr. DOWNES. Yes, it was done after we received word from the State that our position was accepted.

Senator GUNTHER. Well, it wasn't accepted. It wasn't signed until May. You had no letter of commitment 'til May.

Mr. DOWNES. Well, we had a letter of—what happened was that our option, our option ran out and we had a letter—I don't have the date.

Senator GUNTHER. From what the Commissioner said, the lease was signed, or the letter of commitment was signed by the Lessor on May 19. You had a letter of commitment May 9 and yet you did the site work, without knowing that you were going to have a bona fide contract or letter of commitment with the State itself.

Mr. DOWNES. That's right. We signed—our option ran out and we had to make a move one way or the other. The gentleman who owned the land said that there were other people that were looking at it and we decided, at that time, that was in January, that we had signed the option and we decided at that time that if it fell through then we owned a piece of land. It was a good piece of land and that was the decision we made.

Senator GUNTHER. On the estimates of the cost of this garage which the Commissioner has said that his department worked up and you agree with those figures as far as cost, site construction, you know, the contingency, architect, public works, equipment and that? Do you do any estimating of your own or do you use the Department's figures?

Mr. DOWNES. No, we estimated—I think the figures that I've heard today are our figures.

Senator GUNTHER. Well, but the Department said they were their figures estimated by their Department.

Mr. DOWNES. Then I'm confused.

Mr. ROSCOE. I don't think you said that, Senator. We took the figures he submitted [inaudible]. We devaluated them. [Inaudible.] We didn't work up, on this particular piece of property, actually when we worked up our estimates on the Farmington garage to make a comparison [inaudible].

Senator GUNTHER. I asked specifically whether your Department had done the estimating and you said yes. All right, in other words, you concurred with his figures. You had a \$100,000 site work. I think it ran a little higher than that when it was final. I think it was \$130,000. Was that \$30,000 included in that? In other words, actually what you're talking about is \$150,000.00 in site work for that particular site. One second. [Inaudible.] Your home operation is New Britain, isn't it?

Mr. DOWNES. That's right.

Senator GUNTHER. Normally, is most of your building in that vicinity or do you build throughout the State?

Mr. DOWNES. We build throughout the State.

Senator GUNTHER. Now, in the specifications for this particular garage, which I understand is comparatively high, and that sort of thing as compared to other garages, what's the difference between if I went out and wanted to build a garage to put trucks in and whether the State wants to put out and build a garage to put trucks in?

Mr. DOWNES. I'd say basically the difference is in the site work involved—the areas to store sand and to store salt. The gas facilities and the general large area that they need to store their equipment.

Senator GUNTHER. You mean there is quite a bit of difference between the State specifications that come out and what you would normally build a garage for for let's say, any big hi ho Daddario or anybody like that, for the same type of equipment.

Mr. DOWNES. I'd say yes. I would say that most times they keep their equipment on the job (inaudible). And the difference here I would say is the fact that the site work is extensive site work, compared to the square foot of the building.

Senator GUNTHER. You had another site in the area that you were considering, apparently, and somebody else bought it. Was it, would you say that this is a more desirable site than the other one.

Mr. DOWNES. Yes, I would.

Senator GUNTHER. Was the site work of one higher than this site work?

Mr. DOWNES. Yes.

Senator GUNTHER. Do you own any other land or buildings in the Waterford area? Is this the only one?

Mr. DOWNES. It's the only one.

Senator GUNTHER. It's the only one. And you bought that because you knew that there was apparently going to be some consideration in that area through Mr. Dickinson from DOT?

Representative BIGOS. Mr. Downes, you said that you gambled when you placed the option for the purchase of this land and I got the impression that you know, you took quite a gamble. How big was your option? How much money did you pay?

Mr. DOWNES. \$2,000.00.

Representative BIGOS. \$2,000.00. For how many acres was that?

Mr. DOWNES. Nine and a half.

Representative BIGOS. And that's the exact same amount that was sold to the State?

Mr. DOWNES. Right.

Representative BIGOS. You sold it all. Okay. Now, the cost to you for purchase and improvement would run about how much? \$91,000.00 is it?

Mr. DOWNES. We bought the site, graded, cleared to our lots for \$91,000.00.

Representative BIGOS. Now, you're getting in return for that \$3200.000, you get for the rental of the land alone.

Mr. DOWNES. Well, I never looked at it that way.

Representative BIGOS. Yes, but I am looking at it that way. You spend roughly, \$10,000.00 per acre but in return, through the deal that was negotiated, with both Departments, Transportation and Public Works, you are getting a return of \$3200.00. Is that correct?

Mr. DOWNES. Those are Public Works figures—

Representative BIGOS. Well, all right, it's \$29,000.00 for the nine acres, is it not? That's what I was told. Just the land part. Well, anyway those are the figures that you gave me before, \$29,000 a year. Am I wrong? What is the correct figure?

Commissioner KOZLOWSKI. \$21,450.00 is what we considered a rental figure for all.

Representative BIGOS. For the land. All right, so then if you want to get into an acreage basis, you divide the twenty one by nine, right? So that's roughly \$2300.00 a year per acre. Right? But they spent only \$10,000.00 per acre. In other words, they have complete recovery for the cost of land within four years. Now, there's no maintenance on land. You know, you don't repair roofs, you don't do anything except pay a few taxes and chances are the taxes on that part of the property are low.

Mr. DOWNES. Well, I didn't spend \$91,000.00. I spent \$214,500.00, sir.

Representative BIGOS. For what? For the building and land?

Mr. DOWNES. For the land as they are going to receive it.

Representative BIGOS. Well, can I ask you to give me a breakdown on how you got the \$214,000.00?

Mr. DOWNES. We paid \$91,000.00 for the land. The legal fees involved in the closing, the options and so forth, were \$2,000.00.

Representative BIGOS. Well, wouldn't that be a part of the \$2,000.00 (inaudible) The options—

Mr. DOWNES. These are costs that I have to have a finished land.

Representative BIGOS. OK. All right, so you had a closing fee, OK.

Mr. DOWNES. \$1500.00 for survey and soil tests. And I had \$120,000.00 for the finished site work which is a total of two fourteen five.

Representative BIGOS. Well, in other words, you spent \$120,000.00 for land improvement, is that it? Not counting any building on that.

Mr. DOWNES. That's right.

Representative BIGOS. Okay. That answers my question. Thank you.

Representative GUELSKI. Mr. Downes, would you give me the exact location geographically, of this garage and the land that we're speaking of?

Mr. DOWNES. Yes. The land is on the northeast intersection of route 85 and interstate 52, in Waterford.

Representative GUELSKI. Thank you.

Senator LIEBERMAN. Who's your lawyer, Mr. Downes?

Mr. DOWNES. The lawyer is my uncle, John Downes.

Senator LIEBERMAN. I had another question. I think maybe what I wanted to do was bring Mr. Julianio who's been sitting patiently, into the discussion. Could you identify yourself and I think you have a statement from Commissioner Wood.

Mr. JULIANO. I'm Nicholas Julianio, Chief of Property Control of the Department of Transportation. First is a letter to you Senator, from Commissioner Wood. Dear Senator: This will confirm our telephone conversation in which you excused me from the requirements of a subpoena for my appearance before the Committee on State and Urban Development of the General Assembly on September 7, 1972. I indicated to you that I had unsuccessfully tried for months to have the U.S. Postmaster General examine Bradley International Airport as a trans-shipment point for the Air Mail and Parcel Post presently being delivered at John F. Kennedy Airport. Last week, the Postmaster General instructed his Chief of Justice to meet me at Bradley, inspect our facilities, review the many ramifications that would be involved, including the construction of a Post Office and the thereafter report with his recommendations. If we are successful, we will have an important beneficial effect on the economy of Connecticut as to new jobs, etc. I am instructing Nicholas Julianio, Chief of Property Control to answer the subpoena and to be fully responsive to your questions. For many years, he has been the employee in charge of the building needs of the former Highway Department, now the Department of Transportation and he knows more about the mechanics of purchasing, leasing and rental for our operational needs than any other person. Respectfully, A. Earl Wood, Commissioner. (inaudible) To the Honorable Joseph Lieberman. (inaudible) I hereby submit, under oath, a full and complete statement about my knowledge of the plans for a state Highway Maintenance Center to be located in Waterford, Connecticut. My predecessor, as Commissioner of Transportation, George Conklin, retained a consulting firm of Roy Jorgenson Associates of Maryland to make a detailed analysis of the program, policy, practice and procedures of the Bureau of Maintenance to determine whether greater efficiency could be derived from the monies expended. Among the many conclusions reached by Jorgenson, was that extreme inefficiency resulted from the present system of having numerous small garages scattered about the State. Particularly because it was not possible for the Maintenance Management person to oversee the activities of the individual small groups. Jorgenson recommended consolidating many of these small units into larger and more centralized headquarters. Entirely separate from Jorgenson, the Governor's Commission on services and expenditures also reached the same general conclusion. Since both sets of recommendations appeared valid, I requested a member of my Staff, Howard Dickinson, to examine the conditions and to recommend to me where we could make a start. Some time in October 1971, a man came to my office alone, and identified himself as Frank Downes of New Britain. He said that the Department of Transportation had located an expressway corridor through the middle of income-producing property owned by him in New Britain. The property was occupied by the State Motor Vehicle Department who paid a rental to Downes until late June 1968, at which time, the State acquired the land by condemnation. As I recollect it, he said he was in the building construction business and if the Department of Transportation was ever in the market, to have a building constructed by private capital, he would welcome the opportunity to talk further. I told him we were, at that time, trying to decide whether to consolidate several of the small garages by substantially larger, new maintenance center in the general vicinity of Waterford. We had previously looked at the practicability of locating this structure at the State Farm for Women in Niantic but the remoteness of the site involving excessive nonproduct travel by our equipment, caused us to reject this location.

Senator LIEBERMAN. Is that the other site that you were referring to or was it not?

Mr. JULIANO. That was State land in Niantic. The State Farm for Women in Niantic.

[Conversation Mr. Roscoe and Representative Beck inaudible.]

Mr. JULIANO. Possibly several weeks later, Mr. Downes contacted me to say that he had a parcel available in Waterford and that he would inspect it and found it suitable, he would like to make an offer to us. We did look at the property and found it did meet our needs. I wrote to the Commissioner of Public Works, Edward K. Kozlowski on October 27, 1971 stating that we had a need for a sixteen stall garage in the Waterford area and that suitable arrangements could be made by him to have the facility erected by a lease-purchase agreement. I hoped he would do it. Subsequently, in discussing with Commissioner Kozlowski,

I advised him of Mr. Downes early decision with me of his interest in constructing a garage to meet our needs and I recommended that Mr. Downes be contacted. At this point, my direct contact with the matter ceased until a long interval later, when I looked at some plans submitted by Public Works for review. As Commissioner of Transportation, I had no statutory authority to negotiate for rentals or property leases. If I had the power vested to me, with the circumstances prevailing in this case, I would have negotiated a lease comparable to the one herein referred to. A. Earl Wood, Commissioner of Transportation. Signed.

Senator LIEBERMAN. Thank you. There seems to be a confusion or conflict of information because that deposition describes conversations between Frank Downes and Commissioner Wood and I had been led to conclude that you were dealing with Mr. Dickinson as the primary point of contact.

Mr. DOWNES. I heard when he read that. I think Commissioner Wood—I was the gentleman he was seeing and he must have associated my name with—

Senator LIEBERMAN. Confused his Downeses. So that you had talked with the Commissioner directly at some point.

Mr. DOWNES. That's right.

Senator LIEBERMAN. In addition to Mr. Dickinson.

Mr. DOWNES. That's correct.

Senator LIEBERMAN. We've been struck, Mr. Juliano, today by the—maybe we should be happy about it—anyway, we've been struck by the speed with which there was movement on this consulting report. And I wonder if you could consider for a moment, the question of urgency here. Why was it so urgent to move on this project?

Mr. JULIANO. Well, in my own experience, this Waterford location has been something that we had considered for quite a while and when the report did come out by Jorgenson, which more than justified the projection, we felt that we should go ahead and make this the first facility to go ahead and the implementation of their recommendation. And what this will do, is give us a central garage in the Groton. Salem. Waterford area. Along with this, we have terminated two smaller leased garages in Waterford already and in addition to that, we had deferred location of a garage in Groton. So that we would only go to the one central, rather than have two small and two large ones. So this was our overall plan in this particular area.

Senator LIEBERMAN. Was the relationship that we've heard described here between Mr. Downes and Mr. Dickinson prior to notification of the Department of Public Works, a normal operating procedure for the Department of Transportation?

Mr. JULIANO. Well, I just want to make—I had no knowledge of it but in my past experience on other projects that I have worked with, you would get into the point of possibly looking at sites, probable sites, maybe one or two or three and then making a recommendation to Public Works to say that these sites are available and this is the general area we would like to have the garage because I think and agree with the Commissioner that we are the best ones to determine where the spot should be.

Senator LIEBERMAN. How do people hear—we've heard again a description today about what led Mr. Downes to come to the Department of Transportation but what's the normal way in which a relationship like this begins? Does the word get out or do you call a contractor or property owner?

Mr. JULIANO. I have no contact with anyone myself. I can't say how the word gets out.

Senator LIEBERMAN. You don't know how it normally happens within the Department?

Senator GUNTHER. Is this Mr. Dickinson the only one that knows these site locations?

Mr. JULIANO. Well, he would in this particular respect because he is the liaison between the Commissioner and the Division, the Director of Maintenance now.

Senator GUNTHER. You mentioned the Jorgenson Report—this report apparently doesn't pinpoint or give a relative area where these should be located for efficiency? Is this report available?

Mr. JULIANO. The Director of Maintenance does have a copy.

Senator GUNTHER. When you say Director of Maintenance, this is only a Department. Is it available to anybody else?

Mr. JULIANO. I assume if they ask for it. On the outside?

Senator GUNTHER. Yes.

Mr. JULIANO. No. No.

Senator GUNTHER. How about the Department of Public Works? Are they privy to the Jorgenson Report?

Mr. JULIANO. Well, if they had requested it. I don't know if they had a copy.

Senator GUNTHER. I might add to that. Have you ever gotten the Jorgenson Report?

Mr. ROSCOE. (inaudible).

Senator GUNTHER. How recently have you gotten that?

Mr. ROSCOE. Oh, I really couldn't say. Nobody asked for it and (inaudible) and we were considering building on State property (inaudible.)

Senator GUNTHER. When this request came in on the Downes garage—

Mr. JULIANO. When the request came in from (inaudible) somewhere along that line—

Senator GUNTHER. Is this the first garage that we've built in the past two years? How long has the Jorgenson Report existed?

Mr. JULIANO. I believe the first of this year.

Mr. GUNTHER. In other words, it's the early part of this year you finally got the Jorgenson Report. And the only ones that are privy to that apparently, up until this stage, has been Mr. Dickinson—Mr. Wood, merely within the Department. It seems that Mr. Dickinson might be a nice fellow to know. He's the only one privy to this. Because if nobody else can get that information and we know we have a plan that would seem to me that this would be made available to anybody in the area. Because you don't pinpoint this. You don't actually say this should be located at the junction of two highways.

Mr. JULIANO. They should have one central garage.

Senator GUNTHER. Now, in the consolidation, you say you dropped two leases with garages in Waterford.

Mr. JULIANO. Right. Too small.

Senator GUNTHER. What other garages are going to be discontinued as a result of this?

Mr. JULIANO. We had deferred the one in Groton.

Senator GUNTHER. You say you were going to build another one through the Department's construction? Is that right?

Mr. JULIANO. Right. In Groton. It was programmed.

Senator GUNTHER. And how far along was that?

Mr. JULIANO. Only on a programmed basis. Everything was waiting 'til the results of the Jorgenson Report came out. That held everything up.

Senator GUNTHER. And actually you're saying the Jorgenson Report came out the first part of the year and said that something should be located—Your Department didn't actually go out and try to survey the area to find out whether there were any other sites.

Mr. JULIANO. I didn't do it.

Senator GUNTHER. Again, with the urgency in giving up two leases, dropping a programmed garage and that, your Department actually didn't go out and see whether there were any other areas around there that could suffice for this?

Mr. JULIANO. In talking for myself, I had to say no. I don't know about Mr. Dickinson or any other—

Senator GUNTHER. Your department was never notified in advance—the Department of Public Works, then that you were going to have to locate one in this area according to this Jorgenson Report.

Mr. JULIANO. I think we did notify them when we terminated the two Waterford small garages.

Senator GUNTHER. When was that?

Mr. JULIANO. It was February, the beginning of the year.

Senator GUNTHER. In other words, then they knew that the Jorgenson Report had recommended?

Mr. JULIANO. We were having recommendations from the Jorgenson Report but we didn't say specifically Waterford. We said we were terminating two leases.

Senator GUNTHER. So really, they didn't know that they were going to have to locate; that is the Department of Public Works. So that actually, don't you think that if there was an urgency to drop two leases, to drop the program, programmed garage and that, don't you think you should have taken normal flag up to the DPW and said look, we're going to need one in a helluva hurry and let's go out and see what we have at that date? I know that that's not your responsibility and I know you probably can't answer that.

Representative TUDAN. Mr. Juliano, have you seen the Jorgenson Report?

Mr. JULIANO. Have I seen it?

Representative TUDAN. Yes.

Mr. JULIANO. I've seen portions of it, yes, where it refers to my responsibility, yes. Such as what the disposition will be on certain buildings and so forth.

Representative TUDAN. Well they made many recommendations, evidently. Are you familiar with all the recommendations they made? Are you Commissioner?

Commissioner KOZLOWSKI. No.

Representative TUDAN. You're not. Because I'm just wondering—you said you perused through part of it anyway. Are you aware of any other recommendations they made in the report?

Mr. JULIANO. I am in respect to what buildings will be terminated, either at the close of the lease term or State-owned they will be put out—

Representative TUDAN. But are several projects involved?

Mr. JULIANO. Additional large sized projects?

Representative TUDAN. In other words, projects similar to the one that we are talking about here now.

Mr. JULIANO. Yea.

Representative TUDAN. Were there many larger projects than that recommended?

Mr. JULIANO. One that I am aware of.

Representative TUDAN. One.

Mr. JULIANO. Actually, the Jorgenson Report will then increase the number it will decrease the number. As a matter of fact, since January 1st, we have reduced the number of leased facilities.

Representative TUDAN. Now, they made a recommendation to establish in that general area. Was that their number one priority recommendation?

Mr. JULIANO. It was ours.

Representative TUDAN. No, no. I'm talking about the people that were hired, the Jorgenson—you're not aware of that? Are you Commissioner?

Commissioner KOZLOWSKI. No.

Representative TUDAN. You're not? Basically, I'm concerned with how many recommendations they made, the size of them, the price of them and if there are other recommendations there sitting in that book perhaps they have a greater priority. It's just that why we jump along on this one first? That's what I'm concerned with.

Mr. JULIANO. Again, going back to my experience in the programs that I have worked on since '61 and that's Chief of Property Control, I would say Waterford was number one.

Representative TUDAN. Yet you proceeded along with this acquisition because it was a recommendation of the Jorgenson Report.

Mr. JULIANO. It only proved that we were on the right track in projecting our—

Representative TUDAN. And I'm just wondering if there were other recommendations that they were trying to make and if they listed any priorities. Now you say you don't know. I see.

Senator LIEBERMAN. Yes. Representative Bigos.

Representative BIGOS. I'm sorry, but somewhere along the line I missed just what you do in the Department of Transportation. What section of the Department are you in?

Mr. JULIANO. I am Chief of Property Control and I'm responsible for the maintenance, repairs and upkeep of buildings and—

Representative BIGOS. You have nothing to do, then, with purchase of a—we're involved here with a matter of purchase and leasing right now.

Mr. JULIANO. I am involved because I take care of the paperwork concerning leasing. In other words, someone makes a recommendation for a purchase or a lease or capout, I am the one that puts it together with the justification to be submitted by our commission to the Public Works Department.

Representative BIGOS. Well, there are some questions—

Mr. JULIANO. On this particular one, I did not prepare it.

Representative BIGOS. Well, wouldn't there be someone who could answer some of the questions which were asked of you but you were not able to answer?

Mr. JULIANO. It would have to be someone in Maintenance, right.

Representative BIGOS. Maintenance. Now, would Mr. Dickinson be the person?

Mr. JULIANO. Right.

Representative BIGOS. Maybe we should get him. Now the cost of terminating two leases, which you did, what was the cost of that?

Mr. JULIANO. One we terminated on February 28th, was \$2,340.00 and one on January 31st was \$600.00.

Representative BIGOS. Well then that had a very short period to run, is that it?

Mr. JULIANO. That's a yearly rent.

Representative BIGOS. A yearly rent, oh, I see.

Mr. JULIANO. [Inaudible.]

Representative BIGOS. Oh, I see, it's renewable from year to year, is that it?

Mr. JULIANO. Right.

Representative BIGOS. OK. I have no other questions.

Senator LIEBERMAN. Commissioner Kozlowski, I think it's fair to say that the members of this Committee, I know speaking for myself personally, have come off of our various conversations and meetings with you with considerable respect for your administrative ability and frankly, as I hear this whole case, it bothers me that so much was done before it got to you as the Commissioner of Public Works and there does seem to be a way in which the parties involved here perhaps particularly the Department were putting you under a great time pressure to act and I just wonder, reflecting on it, how you feel about that personally and whether there would be any way in which you would consider trying to discourage the State agencies involved from going off so much on their own before projects get to you.

Commissioner KOZLOWSKI. Well, I must agree, it does put me on the spot to a certain degree. I would prefer to do our own negotiating right from the beginning to the end and that is the case in most of our projects. But I went along with this one because of the urgency and my respect for Commissioner Wood.

Senator LIEBERMAN. Might you—

Senator GUNTHER. If I might just inject Commissioner, this is contrary to the policy on page two, right in your general policy statement. It's quite succinct, all searches must be done by the Leasing Division only and apparently, we parted from this procedure even in the existing procedure by allowing the Transportation this privilege of doing this.

Commissioner KOZLOWSKI. This was done, Senator, prior to my knowledge. I had no knowledge of it whatsoever and the package was (inaudible). My concern was I felt the cost was too high and it was even negotiated down. So that was my contribution.

Senator GUNTHER. Actually, the point here that I'm making, Commissioner, is the fact that we do bend these policies.

Commissioner KOZLOWSKI. Yes. They are guidelines and there are certain circumstances where we would probably make exceptions.

Senator LIEBERMAN. I wonder, Commissioner Carlson I know has had a busy morning, between the Court and the Capitol. I wonder if we could call you to the stand at this point for a few brief questions about this particular case. We've been administering oaths today, Commissioner, so do you swear that the testimony you are about to give is the truth, the whole truth and nothing but the truth, so help you God?

Commissioner CARLSON. Yes, sir.

Senator LIEBERMAN. Could you identify yourself for the sake of the record?

Commissioner CARLSON. Adolf Carlson, Commissioner of Finance and Control.

Senator LIEBERMAN. And I wonder if you could describe the involvement of the Department of Finance and Control in this particular lease, so that the Highway Garage in Waterford.

Commissioner CARLSON. The role, primarily, is a fiscal one. Is the money available? Is the money in the budget of the agency to support this activity? I also, in the case of buildings generally, leasing as well, like to satisfy myself that the agency, in working with Public Works, has done their homework in the sense that an accurate measurement of the State's need, publicly served and the constituency to be served by the particular location, be it general public or just a regional office of whatever it might be. So we ask and are criticized frequently by operating agencies, of sticking our nose in their business but I like to be satisfied that they've done their homework. And this we do. Also, we try to encourage the use of existing state land or buildings wherever possible so again, we test and ask, have you reviewed other possible sites, particularly state-owned facilities to do the job satisfactorily. So broadly and specifically speaking, those are the three areas that I adjust myself to. I don't like to get into or I don't get into the negotiations of lease or into the discussions with the architect for instance, of the building as it progresses but in general, make certain that what is being put together, be it a building or else, is sufficient for the job but not super

sufficient. The money is then placed, be it bond funds or construction or lease money as the case may be in the situation. And also, it's an agency that does its homework generally. And finally, that there isn't other facilities to serve this purpose. We try to help coordinate this activity in the leasing, with Public Works and be an assist to the State in that capacity. So broadly speaking and specifically speaking, those are the areas we concern ourselves with.

Senator LIEBERMAN. How do you think the Department of Transportation measured up to those standards in this particular lease?

Commissioner CARLSON. We were back and forth several times on this. I was concerned about the site, not the site specifically, but the site generally in the sense are there other facilities that do the job of the highway garages, whatever that might be. And I was satisfied with Commissioner Wood and his Department had done a good job in of themselves and also by outside assistance as to what the needs of the Department were and providing a service. I was satisfied. I don't pretend to be an expert but the answers he gave assured me that they hadn't done this thing capriciously, without good thought.

Senator LIEBERMAN. Do you feel that the—we've had testimony earlier about the rental term amounting to some \$970,000 total over the 15 year period. Does that seem to be a good bargain for the State or arrangement for the State?

Commissioner CARLSON. My concern again, was had this thing been negotiated? Had other people who had the direct responsibility done a job there? And I felt on balance, and had been assured that they had. Again, it's a lot of money, whether it could have been done cheaper is something else. I didn't and I chose not to, intercede in the negotiations on leases, nor as I said, discussing with architects or builders on the construction. But I make certain that those who are responsible, have done the job and I was satisfied.

Senator LIEBERMAN. I wonder and maybe this question could be addressed to Commissioner Kozlowski as well, but why those rental payments over the fifteen years did not appear to be applicable to the final purchase price. In other words, we have fifteen years of rental and then basically, if there is a purchase option exercise, the contractor retrieves at that point, his original investment, besides the fifteen years rent.

Commissioner CARLSON. I did not get into the specifics. One of the things I know they talk about is the settlement figure at the end of the fifteen years and when you have a big settlement figure when the lease is due apply the settlement figure, or a settlement figure and the lease figures not to apply to it, is not the same really. So, how they approached it and how they packaged it, I did not relate it. Granted recognizing the procedure you suggested is a legitimate way and we have done it.

Senator LIEBERMAN. We've had considerable discussion today on our earlier consideration of the State's leasing policy about the whole question of the obligation of the State to search for additional space when space is required to I don't know, advertise or something of the kind. Does your department get into that at all, or do you think it should?

Commissioner CARLSON. We feel the responsibility to work towards a better centralization of State space and facility and this is the thing that helped Public Works, my staff works closely with Mr. Kozlowski's staff in these matters. If a mere inflect in the Budget Division for some reason or what have you, although the State Building Program Commission was abolished in the last session of the special General Assembly, certain of their records and staff have insisted that we (inaudible). But we are doing right now and you may be interested in this, we are striving now, to come to, I'll call it a central inventory of State owned and leased facilities and I say I call it an inventory because as a practical matter, we may not go to a central file at one place, but identify in one place, whether the information is as needed. (inaudible.) As well as my own Budget people and of course, Public Works leasing and the last division have a great deal of detail. What we are trying to do and of course, Transportation has their own, but we're trying to plug all of them together, Environment, Transportation and other State agencies. We own or need space, use a central file, so that as a request is made of anyone, I need an office to serve the people on Probation in Bridgeport area. I need so many square feet of space, we will be able to be of assistance to that agency. Public Works along with the project itself, to say yes. I think we can work this out in this facility we already have. Rearranging people, using people and I am quite pleased with the spirit of cooperation that we have in other agencies. It's a lot tougher than I thought it would be if you throw it all together

but I am optimistic that it will be accomplished and therefore, will serve to accomplish the things that we are concerned about. Are we making the best use of our land, facilities that is now under State control. I say control which means owned or leased. So as to prevent the construction or new leasing along with the needs.

Senator LIEBERMAN. Do you have other questions for the Commissioner?

Senator GUNTHER. Commissioner, we do have two over views on leasing. We get one initially I believe, and then you get one according to their chart when the final lease is signed and the Letter of Commitment then goes to you? So that actually, your first over view is on whether monies are available and that sort of thing I should imagine. Or is this primarily what —?

Commissioner CARLSON. Senator, we inquire tests that is being sought. In other words, our last view is, I won't say it's routine, but it's we feel to make certain everyone has done their homework and the money is in place (inaudible).

Senator GUNTHER. That's what I was trying to find out. What or why the double over view with your Department if you, in other words, if you're working on it and evaluating whether this is a good lease for the State and that sort of thing it would seem in the preliminary areas, it would be and this is what you do.

Commissioner CARLSON. Part of the reason we do it, that first view, is by the time the lease itself becomes a public document, everybody is set into a position or to a posture which the legal flow of paper and at that point, we at Finance and Control raise questions or shout it down for some other reason which we can still do, it tends to make—it's a tougher thing to do because people plan on a thing at that point. They go back and then we come in and say oh the price isn't right. We don't have that money in the Budget. Or I don't think you need that much space.

Senator GUNTHER. In other words, you're pretty much committed after the first view. And then, as you say, it's routine.

Commissioner CARLSON. If we had made a positive statement at the first review and it comes to us in the same substance again, then we don't if we had our say at it, unless something's dramatically changed. We do not see all leases in a preliminary look. But we do see this type of a bill lease. We generally try to see or hope to see all, new leases.

Senator GUNTHER. Now, when you said that you make sure that each Department has done their job, you're establishing this mainly on the precedent that has been established. In other words, if we have a procedure, you don't question the procedure. You actually go along with the procedure if there is a precedent for it.

Commissioner CARLSON. Yes. I don't concern myself so much with the procedure because again, I don't want to be doing everybody else's task.

Senator GUNTHER. But you're known as an efficiency expert, let's not kid ourself. So actually, you don't hesitate to take and jump into things if you feel they are improper or if there is a more efficient way of doing it or if there is some question.

Commissioner CARLSON. I feel this is a responsibility I have and—

Senator GUNTHER. But again, the only way you can determine from this, inasmuch as you don't apparently do an in-depth study on each one of these leases, in other words, you don't go into it and see whether the breakdown as far as the leasing mat is comparable, let's say, to private industry or private type corporations have in the same structure, construction, constructing lease and that sort of thing?

Commissioner CARLSON. We don't go that narrowly and if we find, for instance, we ask an agency simple questions on need or justification and we think it's deserved (inaudible.) And therefore, I am inclined to ask more specific information and more questions on that (inaudible) if it became apparent at the outset that the agency hadn't really thought through what their need was and pretty well satisfied themselves. That was the only way to acknowledge that.

Senator GUNTHER. But you really don't do an in-depth study, physically, on any of these things?

Commissioner CARLSON. When you say physically, we will on some new participating again, with Public works, physically to inspect the site. For instance, if there is a part we need for clients to be served. (inaudible.) In the facility, again, whether it's owned or leased, I don't think that enters into it.

Senator GUNTHER. But with the one we're doing now, you didn't physically go into the construction of the garage, location, cost, that kind of thing.

Commissioner CARLSON. I asked questions on this to satisfy myself that the thing put together was basic to the needs of the Transportation Department and—

Senator GUNTHER. Actually now, in retrospect, do you think that this advisory group which we washed out in the last session that this could serve a useful purpose if we had it? This State Building Program? Just by the fact that we're going in and checking these leaseings and that sort of thing? I think you're probably aware that they poll these advisory groups which I couldn't find it in the statute, but they could, but they polled them by mail as to the acceptance or the rejection of these particular leases and sites. This is the advisors, not the—and do you think that in retrospect that it wouldn't be good to have control and to have advisories but more in the letter of the law rather than the way it was administered?

Commissioner CARLSON. I'm not that familiar with the Citizens Advisory Group. So I can't really react to that.

Senator GUNTHER. Actually again, let me, on this business of this second over-view, you're the last stop, really before construction. Is this correct Commissioner?

Commissioner CARLSON. Yes, we have to get their approval.

Senator GUNTHER. In other words, you're really the final approval—

Commissioner CARLSON. There have been times where Finance and Control has rejected a final, where the agency and Public Works has agreed but Finance and Control has not agreed. We must have agreement three ways.

Senator GUNTHER. But then he is the only stop before construction because from what you said, the Attorney General doesn't get the final approval of the leasing until the building is constructed. And this is an awful lot of responsibility to put on these people. I am, you apparently have the legal advisors in your Department to over-view this lease or construction even, do you?

Commissioner CARLSON. Not legal advisors in the narrow sense. Again, this is a function better carried out by the people responsible. My concern is more of a common sense type of job.

Senator GUNTHER. In other words, we don't have any legal over-view until the building is built. It's completely constructed and we go into the leasing program according to your charts.

Commissioner CARLSON. I would say that's essentially correct but most likely, mind you Senator, that as far as responsibility is concerned, a great deal of it is on my shoulders because last year I personally signed over \$50 million worth of contracts.

Senator GUNTHER. I know. But I'm just saying that before we have, let's say the legal beagle of this State who is the Attorney General, look at these things, and as you said he had an over-view other than the legal concepts and that sort of thing in the leasing, we don't do this. We're already committed. We have a building and it's built and it's constructed before the—

Commissioner CARLSON. He still has the right to refuse it.

Senator GUNTHER. You mean the Attorney General does. Then we'd probably buy a building anyway, whether we wanted to or not.

Representative BIGGS. Commissioner, I would like to ask your opinion and advice on this matter. And I don't care what was done in the past because that seems to be an answer here. Well we did it that way for the past fifteen, twenty years and that's what we're going to do again. It seems to me that when you get into one of these projects, we kind of exclude competition. The public at large, does not know that they are getting into a building like this. Now, do you think that it would be desirable to let the public know, through advertising, not be bound by it, or in some manner, let them know that a project like this is being undertaken by the State?

Commissioner CARLSON. In leasing matters it's difficult because your variables—you know, it doesn't lend itself cleanly to that sort of situation. I think one of the big concerns that we should have the best possible product as a result (inaudible). And leasing facilities, there are all kinds of varieties from office space such as Motor Vehicle offices (inaudible). It's a tool to be used and it has been used very, very carefully because there one of the key elements is the area to be sure in which it is to be located. You don't always have the land. In other words, you have a college and you want to build a campus and you want to build a new library, that's pretty well fixed and you can't have the site. So one of the variables you get into this sort of a thing, these highway garages, is the site and again, when you come into a discussion of it, would the State be better to buy the site and draw

plans and go to construction. This is a wrestle that we all have. I think this is the best way, quickest way and most desirable way to provide the facility for the State needs.

Representative BIGOS. That's true, Commissioner, but the variables apply to everybody and I don't think like Downes in this case, had a monopoly on the variables so they could come up with the best answer. Because for the land in question on which an option was taken, an option could have been taken by someone else too, if they had such an opportunity. And my question is it seems to me that from all this that garages, this time or previous time, were built to the exclusion of others who might have wanted to build them and given the State a better price. I know that's happened in this case and other cases but I'm trying to get around that. See if there is some way that we can give others a chance to bid on these things and come up with a better price for the State.

Commissioner CARLSON. The specification of the land would probably be the biggest roadblock to that. I understand what you are saying and I basically tend to agree with you (inaudible).

Representative BIGOS. Well, when you make a judgment as to whether or not you go along with one of these deals, do you take into account who the landlord is? You don't?

Commissioner CARLSON. I mean other than his competency to build the building as being called for. This I know.

Representative BIGOS. Right. And then being a good landlord thereafter too—that's the only consideration you give it. OK.

Representative BECK. Commissioner, I wonder if I could ask you in the course of decision making, when you talk about funding, how much of a problem is a shift from a leasing to an ownership situation? How much of a problem is created by the fact that we have made so many heavy bonded commitments? Does this limit our ability to shift over to constructing our own buildings?

Commissioner CARLSON. It's a factor in the process, the process we go through because the lease payment, of course, is a charge on the operating side (inaudible). Where the ownership and the indebtedness that goes with a bond for a constructed building also imparts the same fund, a different account perhaps. The biggest variable is the interest element and generally, I tend to be very concerned with the ascending curve of the debt service element in our budgets. But I don't put that at such an overriding factor as I do with separate leases because the leases cost is still a cost factor. I don't know if I'm answering your question or not.

Representative BECK. Yes, well this is why I wanted—

Commissioner CARLSON. Debt service is a very heavy expense that keeps growing and yet I wouldn't be such an ostrich to say let's lease everything and keep debt service under control because it would have the same type of expense, hopefully not as large as another account on the operating side. It's a factor on the scale but it isn't the one that completely tips it either way.

Representative BECK. My second question is in arriving at these priorities I had asked Commissioner Kozlowski whether more or less, the consultations are between him and the particular Commissioner involved and then you as another party here. In working out the year's projects, how do you adjust to changes, how do you work this out in a reasonable fashion? How does this consultation process itself out? Do you do this regularly, do you do it once a month? Roughly, what is the format that you have for this?

Commissioner CARLSON. If you're talking specific lease, generally that would be handled by my staff, dealing, appropriate staff in the agency involved in the Public Works Department. So that they would come to know each other, particularly my staff and Public Works staff, on a time going basis and they frequently go out in the field and inspect the area. In talking about the capital element and the bond indebtedness, it's a little different procedure because it's generally further down the road in the sense of reality. The reality of building the facilities. And there, that generally flows along with the general budget review we make, where the agency will make its request to build a new library and wants \$5 million for this facility and its request to the Budget Division who in turn, working with me and my people, make a review of this, talking to Public Works on cost estimates and so on, also dealing with the agency on the need, its priority, among its other activities that are happening at that particular college, for instance, to the eventual recommendation to the Governor who in turn then decides if he wants to recommend it to the General Assembly. So, on the capital bonded element of new construction, it is primarily a heavy element of the

review process of the budget cycle. The leasing piece flow through individually throughout the year. In other words, we don't get an over-view of all the leases—the Welfare Department at one time. A lease that was placed eight years ago and has an eight year lease, pops into the office today. We don't see that as a preliminary review situation which was a question we had asked earlier. We don't see it. On that one, we don't see it until all of a sudden, pop, there it is. And we review that sort of the same way that we do a new proposal. So that doesn't come in a total view of the Welfare Department's leasing facilities or needs. It is one specific, in that specific area, serving a specific time test. At that time, we'll ask the questions about price cost, other facilities. So leases come into our office sporadically and are handled primarily by staff in my office who go to the field, go to Public Works, talk to the agencies and then talk with me and advise me and I satisfy myself of what my view would be based on information. Whether it is sufficient or I feel or he feels that its sensitive or has (inaudible) Generally, it's a staff function to recommend.

Representative BECK. You mentioned the leasing question as it comes along and I just have one final question which I haven't particularly thought about before but you recall the problem of the Hartford Community College, I'm sure. It would seem to me that there have to be problems of jurisdiction and the moral of the commissioners involved and all the rest of this sort of thing, would you normally expect and I know it's unfortunate that I picked that particular issue, would you expect normally that a decision such as that would have been made by the Commissioner of Public Works and then normally would come to you, fairly late in the process? I mean it seems to me personally, that that's a very reasonable procedure for the interest of the commissioners involved and that this perhaps was one incident which is too bad but it's a reasonable procedure. Would you say that you should have shifted, should have your own involvement earlier or that this was, aside from the issue, that this was a good time for the whole thing?

Commissioner CARLSON. This was one of, happily, a few that we had to turn down. The process there was the same as any other. It was a tougher one to turn down. Frankly, the Commissioner of Finance generally will not win any popularity contest among his fellow commissioners. So be it. The situation that existed there, was we asked questions. We are not satisfied that the people who had handled the thing to that point had not done the best possible job and it had all kinds of problems. And our rejection of it was very specific. I came in late in the game and we knew it was one year at the present facility. Whether we will see alternate proposals on this, I don't know. I would like to see it earlier. In that particular case, I don't recall all the details (inaudible) As we ask questions, we encountered more and more feeling that the agencies involved had not done a thorough job that they could have. So with that base, we could not endorse what they had done at that point. We heard later on that the price could have been nullified. They assured me that perhaps we were correct in our assumption that they had not negotiated as toughly as possible. That's hindsight.

Representative BECK. So what you're saying is that the procedure in accounting was normal and looking back it was a problem that might have been made earlier but you would still normally follow that time table, in terms of responsibility.

Commissioner CARLSON. Well, the timetable varies and we say what we're into now, means a stronger and stronger strengthening (inaudible) in the Department of Public Works—in the field at that time. And we're also trying to put in place this inventory code of State controlled facilities. Some of the questions as to why don't you use this—it's there as a tool for everyone to use so the Public Works Department can use it as well as anyone else.

Senator LIEBERMAN. Are there any other questions for any of the—

Senator GUNTHER. Have you given your final approval on the Downes lease?

Commissioner CARLSON. I actually don't recall.

Senator GUNTHER. In other words, is it in construction, Commissioner? In other words, his would be the final approval before construction, wouldn't it?

Commissioner KOZLOWSKI. Well, I would say so, yes. His was the final approval before the Letter of Commitment.

Senator GUNTHER. Before the Commitment.

Commissioner KOZLOWSKI. Before the Letter of Commitment.

Senator GUNTHER. Well, I thought on your chart—I thought that he was after—just before the Attorney General.

Senator LIEBERMAN. So, basically, it's on its way to construction at this point.

Commissioner KOZLOWSKI. If we agree that the plans, listing our specifications, all the building codes and once it's approved by our agency why then we proceed. (inaudible.)

Senator LIEBERMAN. Does anybody else at the table want to add anything before we close? Okay, if not, I thank you all for your time and we can adjourn the hearing at this point.

Senator BURDICK. Did you ever get a reply to your letter to the Governor of June 1, 1972?

Mr. GUNTHER. No. I never received an answer. Wait a minute, now. I do not believe so. I did not have it attached to my letter. I usually attach replies.

Senator BURDICK. Is there any other lease you wish to testify about?

Mr. GUNTHER. Do you mean involved in this particular proceeding? Well, again, I am not acutely aware of all of the details of the Tomasso leases, but these follow the Downes lease, and mind you, they were still in the process of being worked on. In other words, they were not finalized at the time I had this call. But the call did relate to the fact that there was a Tomasso lease for a garage in Winston, and they identified the area it was going to be in.

Now even if you can apply no knowledge at all to the Downes lease and that I said nothing to stop it, and that there was no dialog at all as of June first, and I related in my letter to the Governor that there were other leases I would like to see stopped of a similar nature.

Now, the Tomasso lease came on later than June, and I do not have the dates to that. Subsequent to that, incidentally, there was another Tomasso lease which was for a building in Weathersfield. I have read some of the, I believe it was the last hearing, where it was implied that Governor Meskill was involved in the laws we passed in 1973 relative to leasing.

All I can say is I was on that committee in 1972, and I have copies of the bills here, incidentally the sponsor of that bill were all committee members in 1972 legislation. We squired those bills through. About the only input that I know of that Governor Meskill had on reforms in leasing was the fact that he signed it. I do not know how he could have avoided signing it.

The reforms that we put in—one was the requirement of advertising prior to leases. In other words, there would be a period of advertising so that the people would know, the general public would know if they wanted to come in and say they had areas to be leased by the State of Connecticut. The other was for the disclosure of any interest people had in any particular lease so that it would be made public knowledge, so that we would not be going around finding out after that other people had interests in leases and that kind of thing.

I might point out to you that 5 days before the effective date of that bill that we passed, signed by the Governor in October of 1973, when it became effective, 5 days prior to that the Tomasso lease for the Weathersfield Transportation Department was signed.

Now no one can say that they did not know anything about leasing or that there was no question on the leases or that there were no investigations or no knowledge of some of the abuses in these practices. So, I say there is plenty of area here, Senator. I believe that they can impugn my honesty and my integrity as much as they want

but apparently I have been dishonest for 1 month that I can figure—from the early part of May to the first part of June. That is a very dark era in my life if I have been dishonest during 1 month and the rest of the time I have been honest and aboveboard.

Senator BURDICK. Why do you say you were dishonest for that month?

Mr. GUNTHER. I say this because of some of the testimony I hear and the impugning that I have heard and reading in the testimony itself.

I will not concede that, but let me say this. If that is what is holding up a good look at this whole leasing situation, then, you know, tab me a liar, but look into the rest of it. I think there is a lot to be looked into, again not criminal, but I believe nonfeasance. I would hope that this committee does not feel that the only disqualification for a man to be put into a judgeship is being a criminal. I think there are other things that certainly I know you are considerate of, judicial temperament and that sort of thing.

Senator BURDICK. One more question.

You claim that the rental was too high on this Downes lease. Was there any evidence of what a fair rental value would be?

Mr. GUNTHER. I would not know that. Senator, and I think that——

Senator BURDICK. Was there any development——

Mr. GUNTHER. I believe it has been developed by the leasing committee: but just on the face of it, if you tally it up, it is \$64,000 for 15 years, and you see the amortization would take place, and the moneys involved. I have had—well, you have to realize that the way the amount was determined on the lessor's cost. Now if he inflated costs, that would give him an inflated lease. And if you talk to people in the building game, ask them what they could have built an identical structure for, and it was much less than \$22 per square foot.

Senator BURDICK. On April 30, 1974, did you write a letter to Senator Lowell Weicker?

Mr. GUNTHER. Yes I did, sir.

Senator BURDICK. And here is what you allegedly said:

DEAR LOWELL: After reading the enclosed [these are comments on leasing] please hurry and appoint Tom a Federal judge so that he can be indicted.

Sincerely,

Doc.

Mr. GUNTHER. Again, if I might say I publicly admitted that that was in poor taste. It was a quick emotional response to a particular article, and I am always amazed at my note to Lowell, signed Doc, which I believe was a little bit of a connotation that we did have a friendship, and I would probably have to say past tense because of some of the remarks I have made.

At no time was it ever brought out what was attached to this letter. He has done this before the leasing committee in Connecticut, incidentally. He has read the same letter. What was attached to that was the Phoenix situation, a chronological dialog of what happened, where the Phoenix building was offered to the State of Connecticut; where there was correspondence directly to Meskill's office. This gave a chronological breakdown of the Phoenix building. Under the circumstances I was a little bit miffed, to say the least, that this was going on, plus

the consideration of the second highest judgeship in the country being considered. I just felt I had to react to Lowell Weicker.

Now, I know that Senator Scott mentioned a question of my saying I had discussed leasing, what was going on in the State of Connecticut with Lowell Weicker.

If I might respond to that because frankly Lowell Weicker and I have been very close, I thought, not that that should make him feel that he has to do anything to back me up on things that I have said and done that he does not think I should be backed up on. But I can document that I had discussed leasing and specifically the Downes lease with Lowell Weicker. I have talked to him not once, I have talked to his staff many times. I have talked to an awful lot of people in the State of Connecticut, and Senator, I wish this hearing was in Connecticut. I meant this very sincerely when I sent the letters to you with some of the clippings and that type of thing, because to know about all of these things that are going on you have to down there where the action is and the action is in Connecticut.

I have talked to an awful lot of people and have had people volunteer that they come and substantiate on a hearsay basis at the time that I said that I had met with Governor Meskill and the things that I had said, because I am rather a vocal guy and I am dubbed as a character and that type of thing. But when I say that I can document one time that Lowell and I did not have a private conversation and I brought this out in response to statements that he made to the leasing hearing in Connecticut. Very frankly, he contributed nothing, but tried to impugn me in that hearing.

At that hearing I had not even remembered the incident until I got home that night and my wife reminded me. When the now President Ford was being sworn in as Vice President, I was down here at a conference with my wife and we visited with Lowell like we usually do. During that visitation, I discussed very openly about the leasing situation. This was back in 1973. I can document it. I even saved my airplane tickets. My wife was down here with me. So anyone who said they never heard anything about them, my discussions relative to leasing, and specifically with Senator Weicker, I think this again, maybe this will jar his memory when my wife and I were in there talking. Incidentally, I have had enough remarks made about my integrity that I would love to submit two letters from Lowell Weicker as sort of a documentation of my integrity.

One is dated November 8, 1972:

Dear Doc, congratulations on your well earned victory. Persons of your calibre and integrity are vitally needed if the cynicism gap between the American public and the Government at municipal, State and Federal levels is to be closed. You have my total support as you shoulder the opportunities of office. If I can be of any assistance whatsoever, please don't hesitate to contact me. Again, well done.

Then again, November 7, 1974. Mind you, this is after I wrote that letter, after I had done things that, you know, I must be a real horrible person. But on November 7, 1974, I get a letter from Lowell:

DEAR GEORGE: Congratulations on a well earned victory. Winning in this election means you can win any election. It is on the shoulders such as yours that the Republican Party through hard work will become the majority party.

With highest regards,

Sincerely,

LOWELL.

If you would like that I would like to have that as a character reference, a little bit to myself, because I have heard enough remarks made to the contrary.

Senator SCOTT. Senator Weicker might like to explain them.

Mr. GUNTHER. I have them framed on my wall in my office in Hartford. I think it is a great reminder to me that there were better days.

Senator SCOTT. I said "explain."

Mr. GUNTHER. Pardon?

Senator SCOTT. Never mind.

Senator BURDICK. Senator Hruska?

Senator HRUSKA. I will defer to Senator Scott.

Senator SCOTT. Senator Gunther, I see in the leasing committee's report at page 46—

Mr. GUNTHER. Is this the appendix, Senator?

Senator SCOTT. The appendix, page 46.

First, Mr. Gaffney made the point that he could not stop the lease because he was already committed. There was later reference to the fact that the lease was signed on May 19, 1972, and countersigned. That is on page 48. Around May 11 you had testified that you had asked Mr. Doyle to arrange a meeting with the Governor regarding the Waterford lease, and that this time you gave the list of figures to Mr. Doyle. Do you still say that you gave him a list of figures?

[The material referred to is in item 11 of the appendix at page 210 above.]

Mr. GUNTHER. That is my recollection, Senator.

Senator SCOTT. Now, Mr. Doyle says on February 14, 1975 in a letter to Mr. Walsh, that:

Other than my occasional reading of newspaper articles I have no knowledge, records, or correspondence regarding any state lease or purchase of either the Phoenix Building or any properties or buildings owned by Messrs. Downes or Tomasso.

Do you have any reason to guess as to why Mr. Doyle would so state?

Mr. GUNTHER. Would you want me to suggest it, Senator? It would be merely my own personal thought.

Senator SCOTT. Yes, I think we ought to get everything on the record. We are looking into motivations here.

Mr. GUNTHER. All right.

I think that John Doyle and all of the kiddie corps really had a great loyalty, and rightly so, to Governor Meskill. After all, they worked for him; they were his staff. They went through a campaign and that type of thing. I honestly believe that there is not one of them who would not cut his tongue out or cut his throat before he would say anything that would injure any chances for Governor Meskill to have any consideration for this position.

Now, again, this is like calling a man a liar. I suppose that that is the way it goes. But, really, these young people worked very closely with him, and I feel that, well, even if you would look at the escalation of their incomes and that, and again there is a lot to be said for that. You can start off with a couple of hundred dollars or a hundred dollars a week, or a hundred and fifty, and go up to 3, 4, 5 hundred. Some of them went up as high as \$500 or \$600 a week in some of the jobs they

ultimately ended up in. I do think that there is a certain amount of hangup here. It is like whacking your employer in the eye.

Senator SCOTT. You are entitled to state an opinion here, but I am pointing out that Mr. Doyle flatly contradicts you, and I want to point out how many other people flatly contradict you, just to see who is right and who is not.

So, at least he has that.

Now, Mr. Earl Wood says on February 5, 1975, to Mr. Walsh:

At no time did I have any contact with the Governor about leases or rentals for State government purposes, orally or in writing, directly or indirectly.

Does not some of your testimony involve Commissioner Wood?

Mr. GUNTHER. No, not with Commissioner Wood. No, sir. I had nothing myself to do with Commissioner Wood. He is in the Transportation Department.

Senator SCOTT. You would agree that he was right?

Mr. GUNTHER. Well, I cannot agree; well, yes, I would agree because I have no knowledge.

Could I get back to one statement that you said, Senator, that Brian Gaffney said he could not stop the lease because there was a letter of commitment. I believe this is a very gray area because the Phoenix Building was apparently stopped posthaste once they found out that the fat was in the fire on that. I think that they had a letter of commitment.

Senator SCOTT. Whether they could or not, I was only asking you whether they told you that they could not.

Mr. GUNTHER. He said he was committed as of the last time he had talked to me.

Senator SCOTT. Mr. Dickenson said he has no records and can add nothing to the statements he made at the hearing. Does that contradict any conversations you had with Mr. Dickenson?

Mr. GUNTHER. No, I have never had any conversations with Mr. Dickenson.

Senator SCOTT. You have never had any.

All right. On page 46 again, Senator Gunther, the statement that Senator Gunther saw Mr. Doyle one day in the State capital and asked to see the Governor, and said if he did not see the Governor he would make the Downes lease proposal public information.

Did you say that to Mr. Doyle?

Mr. GUNTHER. Yes.

Senator SCOTT. And yet in your—

Mr. GUNTHER. I am trying to find that section, Senator.

Senator SCOTT. Page 46, about the 10th or 12th line down.

Mr. GUNTHER. All right.

Senator SCOTT. If you did not see the Governor, you would make the Downes lease proposal public information.

Mr. GUNTHER. Yes. All right.

Senator SCOTT. All right.

Now, you did have a meeting with the Governor the 23d of May.

Mr. GUNTHER. That is correct, sir.

Senator SCOTT. And you have told us your version of that, and the Governor denies it. In your letter, however, of June 1, which every-

body admits existed and was received, let us see how you treat the Downes lease.

As I read the third paragraph, page 49(a), you refer to a news story about leasing, and say a day or two after that news story a small item appeared in the newspaper indicating that you were going to look into this matter of leasing.

Now, I submit that the next line shows that you had not mentioned the Downes lease, certainly not to describe it either in talking to Mr. Doyle or in the meeting of the 23d because you bring it up as if it were a matter of the first instance.

Now, let me read :

I would like to call to your attention some information relative to leasing pending in this State, that I feel fits into this same policy and should be stopped.

Then you go on :

I understand that a Frank Downes is presently negotiating with the Public Works Department of the State of Connecticut to build, and lease, a State highway garage on Route 85 in Waterford.

and so on.

Now, why would you say in your letter that you would like to call this to his attention if you had already called it to Mr. Doyle's attention on the 11th and to the Governor's attention on the 23d? Why do you start as a matter of first instance in the letter?

Mr. GUNTHER. First of all, may I backtrack one track further, Senator. The news item was not relative to the Downes lease prior to my letter. There happened to be a story and I do not recall it but I am sure if I went back and searched through the papers at that particular time, I could probably come up with the answer of what lease we were talking about.

Oh, I know what it was. It was a New York Daily News reaccounting of the Cohen lease which was one of those exposed back in 1969, which did not have any relationship at all to the Downes lease newspaper story. I might relate there——

Senator SCOTT. I did not say that it did.

Mr. GUNTHER. No, but I am doing that as a matter of clarification. This might solidify the position that you are taking. But I will take my chance with that.

I was not referring to a Downes lease, but to another lease. Now, my letter—and I mentioned it before, I thought you were here—as far as I was concerned I was being political and kind regardless of whether you want to acknowledge it or not. I did not want to lay the Governor out that I had already had a conversation with him. I was interested in stopping the lease. To my knowledge, Senator, on June 1 I did not know there was a letter of commitment was signed on, whether it was on May 9 or whatever day it was. In my estimation and to my knowledge and to the parties that I had talked to, whether it was Kozlowski, whether it was Gaffney, whether it was Meskill, or anyone else, I had never been given any information that would have made me privy to a letter of commitment signed on the ninth of May. I never knew that date until we went into the leasing committee and it was brought to my attention at that time.

Senator SCOTT. Well, Mr. Gunther, that is not responsive to my question, which is basically, why on the 11th of May did you say you gave

the figures of the Downes lease to Mr. Doyle, and on the 23d of May you protested to Governor Meskill, and we know now that the lease was signed on the 19th of May, 4 days before. And yet, you do not tell us that the Governor said the lease has been signed 4 days ago. And then, on the 1st of June you write a letter which says I would like to call to your attention some information relating to leasing pending in the State. And then you lead off with the Doyle lease.

Now, are you so sure that you are right in having twice brought this up and then writing as a letter of first impression?

Mr. GUNTHER. Yes.

Senator SCOTT. You are sure? Explain that.

Mr. GUNTHER. In my explanation, and again, perhaps I am still a little naive, maybe I cannot get totally apolitical, let me put it that way. But I was still playing the part that this is my party. I wanted to stop the lease. I never knew that this letter would be before your committee here. I was not interested—

Senator SCOTT. That is the trouble with letters, you never know when they will turn up.

Mr. GUNTHER. I am learning—as long as I have been in politics, I learn every day. In retrospect, if I knew what was going to come up today, I would have mentioned the 23d meeting. But that was not the intent of writing the letter. It was not my intent to put this out on the deck, Senator. I was interested in one thing, terminating what I considered to be a bad policy for the State of Connecticut.

Senator SCOTT. I understand that, but I cannot understand why, we do certain things instinctively when we write letters, and we use certain phrases that are often tell-tale phrases. And you bring this up as a matter of the very first impression. As far as the letter goes, you are telling the Governor for the first time, and I am simply asking you how do you explain that you told him for the first time on the 1st of June, if you told his aide on the 11th and you told him on the 23d. That is what I am getting at.

Mr. GUNTHER. Again, I will have to reiterate, Senator, that my intention here was to put it out public, but certainly not to expose him to the abuse that he might get if they knew that I had already gone to him on the 23d.

Senator SCOTT. Would not your letter have been stronger if you had said, as many would have attempted to say, as I have already cautioned you, we have heretofore discussed this, or I am still concerned about the matter we discussed on the 23d. You do none of those things, do you?

Mr. GUNTHER. No. I should have had the wisdom to do that, possibly, but I did not.

Senator SCOTT. It is very unfortunate because you do not give us a chance to see for ourselves whether you really knew anything or whether you really told the Governor anything up until your letter, which gives me trouble.

Mr. GUNTHER. Senator, I would like to say that if this were in Connecticut, and if certain parties—and I have had people who have come forward—and one of the things that bothers me was the appendices, incidentally, Senator. It does not list my mentioning three people who could substantiate, and it is hearsay, I know, but that is the only way it can be.

Senator BURDICK. The purpose of the gavel was not to stop the questioning but we have a frantic call from the floor. They need us badly.

Senator SCOTT. If I may be allowed to go on, I will stay here.

Senator BURDICK. All right.

[Senator Burdick left the hearing to go to the Senate floor.]

Senator SCOTT. I follow two lines of inquiry here.

Mr. GUNTHER. May I finish what I started, Senator?

Senator SCOTT. Yes, certainly.

Mr. GUNTHER. In the appendix, it does not list that the committee had interviewed two of the three people I mentioned in the leasing testimony that could substantiate that I did have on the day of the 23d, that I had had a meeting with the Governor, and the statements that I made. Since then I have had—I can name them for you. One is the head of Common Cause, Yvonne Koche, a young pressman who drives back and forth to my home. He lives in Stratford. Philip Smith, and also Senator Edward Caldwell who was the majority leader at that time remembers my discussions, as I was quite upset over the fact that some of the dialog we had had on that May 23 meeting. Since then I have had former Senator Tom Dowd, who has come to me and said Doc, do you remember that you came in here and we were discussing this. Senator, I am sure that on the basis of hearsay, and being a rather open person myself that I have said this to many, many people who remember. But unfortunately we are down in Washington, and to get these people down here we would need some backing. It is pretty difficult.

Senator SCOTT. You do admit, I am sure, that whatever you said to somebody else about what you are alleged to say would be hearsay?

Mr. GUNTHER. Absolutely; I would agree to that.

Senator SCOTT. And would perhaps be self-serving?

Mr. GUNTHER. I would hope not, Senator.

Senator SCOTT. Well, it is a legal term.

You got an anonymous call and you got certain figures about this lease; and you told Senator Burdick that the rental was too high. You were not at that time in possession of counter figures, were you, as to how much too high it was?

Mr. GUNTHER. No, I was not, Senator.

Senator SCOTT. So, you were concerned that it was too high?

Mr. GUNTHER. Yes.

Senator SCOTT. You were really questioning the Governor's judgment or the judgment of the people who were doing this, and you were expecting the Governor to exercise his judgment and do something about it?

Mr. GUNTHER. I would hope so, sir.

Senator SCOTT. But your complaint really comes down to the fact that you thought that the rent was too high but the people who made the decision did not, and you thought the Governor should know about it. You were not charging at that time any fraud or corruption, or criminality on the part of the Government, were you?

Mr. GUNTHER. Senator, let me clarify. I started off by saying that at no time, whether it was in 1972 or if I go way back to 1968 and 1969, when I was disenchanted with this policy of the State. I have always been quite succinct in relating to the leases that there is nothing criminal. This is a bad policy, in my estimation, and in the estimation

of a lot of other people, but it is not a criminal action that is taken here, because I cannot substantiate. Whether there is or not is up to someone else to investigate, and I believe that you have had testimony that they are going into that phase.

But as far the parties that are concerned in this, and the leasing policies of the State of Connecticut, I have never said it is criminal, I have never charged anybody with a crime. I say there is nonfeasance here when you know something is going on but you do nothing about it, but certainly not criminal action.

Senator SCOTT. Well, as the "Waterbury Sunday Republican" said on March 2, the report tells us that Gunther and Meskill talked specifically about the Downes lease on May 23, 1972. Then the letter tells us that sometime after May 23, 1972, Gunther reads about a bad lease and tells Meskill he knows about another one involving Downes. Now, that is the story the reporter got. You said you wish you were back in Connecticut. Well, I am suggesting that if you were the Waterbury Republican reporter would be listening.

Mr. GUNTHER. That is one reporter and one editorial writer, and I would admit that the statements of the Waterbury Republican have not been too kind to the Governor, so it might have an impact to it, but I think you can take ten times the editorials, Senator, that have been written in the State of Connecticut and the dialog that has been written about the leasing policies in the State of Connecticut if you want to read it in the papers down there. It outweighs by the ton to the fraction of an ounce.

Senator SCOTT. The leasing investigation makes no finding or wrongdoing on the part of the Governor, does it?

Mr. GUNTHER. No one ever said this. I have never said this, Senator. Senator, if I might, if you will take a look into—and I am trying to recall now, I think it is, well, you can find it in statements given to you and you can find it in the leasing statements, in fact I think there are some in Governor Meskill's own testimony, the ones that brought criminality into this, and the ones that have brought the pressure of the judgeship into leasing investigation in Connecticut are not the Leasing Committee, themselves, Senator. All the dialog on that is related to remarks made by Senator Weicker and by Governor Meskill, himself. I have never heard the Leasing Committee ever say that they were looking into the criminality involved in these particular leases. They were trying to do a job, and everytime that we get this statement on crime, and I think I can relate to it here, I think it is in Governor Meskill's testimony before you. It says the committee has said it is not looking into the acts of illegality or impropriety.

I am sorry, it is in one of these, but I will say, Senator, that they certainly cannot hang that one on me, of accusing anyone of any crime. I have said this from the inception and again I think that the thing has been brought in many times. I have stated I think it is a red herring to try to take and to say there is no crime involved, everything is okay-dokey. I must, cannot help but feel that nonfeasance, and this is what I am leaning on, I think this is something that is a very definite weakness and, certainly, should be considered in this particular hearing, and is the reason I am here.

Senator SCOTT. Finally, Mr. Gunther, quoting the Waterbury Sunday Republican again, it says Senator Gunther also testified that he

told U.S. Senator Lowell P. Weicker, Republican of Connecticut, about the Downes lease, and the report goes on to say that : but Weicker denied this under oath. Now you said you had corroboration of your conversation with Senator Weicker. Would you now tell this committee what your corroboration is that you discussed not leasing, but the Downes lease, with Senator Weicker?

Mr. GUNTHER. Mind you, this is prior to 1974, not at the time of the 1972, to corroborate what I have said and discussed. Lowell Weicker has said he has never heard anything about the Downes lease, now mind you, and that I never had conversations with him. In 1973, and I believe—

Senator SCOTT. Let us keep it closer to the Downes lease now.

Mr. GUNTHER. It was part of the ballgame, because any time I discussed leasing and the leasing practices in the State that was bound to come up, because it was the most ludicrous of all.

Senator SCOTT. I am asking you what you said, not what was bound to come up.

Mr. GUNTHER. You asked again how I could corroborate that.

Senator SCOTT. That is right.

Mr. GUNTHER. At the time my wife and I were here at the conference at the time Gerald Ford was sworn in as Vice President—

Senator SCOTT. And you told you had the airline tickets.

Mr. GUNTHER. Yes, and we were there, and my wife, she could be in the same category I am, Senator, but she sat there and listened to a discussion and, of course, again, you might go into saying that this is self-serving, but my wife happens to be very honest too.

Senator SCOTT. Let us recreate the conversation. You said : Lowell. He said : Doc. You said : How are you? He said : I'm fine. Now, from there, take it on and see where the Downes lease comes in.

Mr. GUNTHER. As they have painted me as always griping about what was going on, I would gripe, and the exact verbiage, please do not hold me to it, because I could not, but I would gripe—if you want to put it in that phrase—about the goings on in the State of Connecticut, that Brian Gaffney and the Meskill administration were ruining the Republican Party, and especially relative to the leasing and Gaffney's uncle being involved, and that dialog went on anytime I met with people, and I say I could name other names in this, but we were talking about Lowell Weicker.

And, Lowell knew I discussed this. I was pleading, whether you believe it or not, with a man who has stature in our State and a man that I defended for his position on Nixon and the Watergate affair and that. Here is a man that I thought should have gone into the State and said, look you fellows, knock it off, you are going to ruin the party. That is what I would love to have seen, Senator.

Senator SCOTT. Well, you may wonder where you would get help on that proposal, but—

Mr. GUNTHER. Senator, I cannot believe that Senator Weicker, with the efficient staff that he has, was living in a vacuum down here in Washington when all this stuff was going on. It was in the papers in 1972.

Senator SCOTT. Let us not keep getting away from my question. My question is how do you corroborate that you discussed the Downes lease, not anything else.

Mr. GUNTHER. Only that my wife could back me up on it, Senator. Senator SCOTT. What did you say about the Downes lease?

Mr. GUNTHER. I said that the Meskill and the Gaffney administration—and I have to put them together, there is no such thing as separating—that they were ruining the Republican Party in the State of Connecticut, and I think that the policies were still going on in the leasing field and that kind of thing.

Senator SCOTT. But you have testified under oath heretofore that you told Lowell Weicker about the Downes lease and you discussed it with him. Now you are still under oath here. Did you or did you not discuss the Downes lease by the kind of description that you, yourself, have given under oath? Did you?

Mr. GUNTHER. I have said this, yes.

Senator SCOTT. You have not said this today.

Mr. GUNTHER. All right, I will say it again, Senator, I have discussed the Downes lease. I have discussed the involvement of Gaffney.

Senator SCOTT. Did you discuss the Downes lease—

Mr. GUNTHER. Yes, I have discussed the Downes lease.

Senator SCOTT (continuing). With Senator Weicker?

Mr. GUNTHER. Yes, with Senator Weicker.

Senator SCOTT. By name?

Mr. GUNTHER. By name.

Senator SCOTT. And you say under oath that have discussed this Downes lease with Senator Weicker?

Mr. GUNTHER. Yes, I did.

Senator SCOTT. When was that?

Mr. GUNTHER. That was at least in December of—was it 1973, I am sorry. I can check the tickets in just a second if you want me to.

Yes, December, it had to be. I do not know when Gerald Ford was sworn in, but it had to be probably on the 6th or 7th, I believe, of December, because that was when we were down here. Yes, I was here from the 6th to the 8th and I was quite sure it was the 6th or the 7th.

Senator SCOTT. 1973?

Mr. GUNTHER. 1973, yes, sir.

Senator SCOTT. What did Senator Weicker say to you when you told him about the Downes lease?

Mr. GUNTHER. I cannot remember specifically, but I am sure, you know, Lowell did not take and jump up and down and get on his white horse and go out and correct it. That is one thing.

Senator SCOTT. Well, what did he do?

Mr. GUNTHER. Not a darn thing that I know of.

Senator SCOTT. Did he vocalize a little to you? Did he sing?

Mr. GUNTHER. I do not know whether he is in good voice, Senator, but he does not usually sing with me.

Senator SCOTT. You have testified under oath as if you had a good recollection, and you say you told him?

Mr. GUNTHER. Yes, I have a recollection but not to the specifics and—

Senator SCOTT. Now, we know Senator Weicker's reaction to wrongdoing from the Watergate situation.

Mr. GUNTHER. I know, sir.

Senator SCOTT. And I am asking you whether he reacted here at all, one way or the other?

Mr. GUNTHER. All I can say is, histrionically, no. He did not react to it.

Senator SCOTT. What did he say? That is interesting? Or, that is uninteresting?

Mr. GUNTHER. Nothing except a general conversation, hello and goodbye, after we got through.

Senator SCOTT. Can you remember any word he said; not 10 words, just 1, 2?

Mr. GUNTHER. I can think of nothing dramatic that he told me.

Senator SCOTT. Well, how did he react? You were looking at him, you were not looking out the window?

Mr. GUNTHER. Disgustedly, if I can recall that much anyway.

Senator SCOTT. So, he looked disgustedly?

Mr. GUNTHER. Yes.

Senator SCOTT. I guess we will have to ask him to show us that gesture sometime. But you cannot remember a word that was said by him?

Mr. GUNTHER. No; it was a general conversation, and it related around the leasing and the problems we are having in this State.

Senator SCOTT. About the Downes lease, did you say how much it cost; did you use those figures that you talked to Doyle about, as you say?

Mr. GUNTHER. I do not believe so at that particular time.

Senator SCOTT. Did you say it cost too much?

Mr. GUNTHER. Of course.

Senator SCOTT. You did say that?

Mr. GUNTHER. Whenever I relate to the leases, they are abusive.

Senator SCOTT. Did you say why they cost too much, or give any figures?

Mr. GUNTHER. I do not believe so, sir.

Senator SCOTT. So what you are really concerned with was that a lease had been negotiated which you thought cost too much, and you have, as you said under oath, reported it by name and by description so that there would be no misunderstanding as the Downes lease? That is correct, is it not?

Mr. GUNTHER. That is correct.

Senator SCOTT. That is all, Mr. Chairman.

The CHAIRMAN. Senator Hart.

Senator HART. I apologize, Mr. Chairman and Governor and others, that I have not been able to be faithful in my attendance. I will do my best with the record.

Mr. GUNTHER. This is the second time I have missed a session in my 9 years in the Senate, being down here, sir.

The CHAIRMAN. Senator Tunney.

Senator TUNNEY. I have just a couple of questions, Mr. Chairman.

Senator Gunther, how long have you known Governor Meskill?

Mr. GUNTHER. Just since the 1970 election. I have known of him, but not to be associated with him until the election.

Senator TUNNEY. How well have you known him?

Mr. GUNTHER. I have known him very well after the election, and I worked very hard to get him elected, and I might say, if you look at my record in my district, I am quite proud that I ran ahead of everybody in the party, so apparently I am doing something right.

and I hope that the people reflect on me if I endorse a man; and since that time, I have been very close because in 1971 I was his liaison man and helped him to establish the liaison between the Senate, the House, and his office. That put me in touch in 1971 in the early parts of the session, two or three times a week, and later on, almost daily, and I was also at most of the meetings, or all of them, in 1971 when we met with him at 8 o'clock in the morning and earlier to discuss the business of the day before the legislature—

Senator TUNNEY. Did anything occur in your relationship with the Governor Meskill that would have poisoned it to the point that you felt some degree of vindictiveness toward him?

Mr. GUNTHER. No: I do not believe I am vindictive toward Tom Meskill. Senator Tunney, I will say that, when you say did something happen, frankly, I am not—if you would look at my history, I would love to lay my history out here—I am not the type of person who is a strong party line politician. I do not go into the tank very easily. I do not take directives, and I am not subservient to the executive. I feel very strongly about the three branches of Government and work very hard at it, and I will say that I think what was expected of me as a liaison man was not delivered to Thomas Meskill in the Senate during the year 1971, because I think that he expected us to go back, which the House did, and whip the boys in line and keep them right in line to make sure that no one gets out of line. That is not my bag.

Senator TUNNEY. Did bad blood develop between you as a result of your political differences?

Mr. GUNTHER. I do not think it has been bad blood. I notice it has been rather cool in here today, but I know that up until today it has been rather cordial and at least, hello, and that type of thing, but as far as actual bad blood, Senator, I might resent. I might not like, the things he does, but I do not consider it hypocritical in politics because, if you disagree with a man, you are not necessarily unfriendly.

Senator TUNNEY. I, unfortunately, did not have an opportunity to hear all of your statement either, and just so that I have some of these matters straight in my own mind, the meeting that you had with Governor Meskill on May 23 and at which you have testified today under oath that you described to him, in general or specific terms, as the case may be, and please clarify whether it was general or specific, the Downes lease, it is my understanding that Governor Meskill has stated that you never discussed this matter with him in that May 23 meeting, correct?

Mr. GUNTHER. Correct.

Senator TUNNEY. Did he testify under oath?

Mr. GUNTHER. I do not believe the Governor has ever been put under oath. I think all of the dialogue relative to whether he spoke to me or did not was via the media and informal situations there. I know that back when the Leasing Committee first started he said he never met with me and he never discussed—first of all, he never met with me and then he never met with me to discuss leases. He said I know I have had some testimony in the Leasing—The Leasing Committee asked me did I meet on April 17, and I went back to my patient log and found that I was in the office that day and could not possibly have met with him. But, even that was not relative to the leasing and, of course, right up until the time that I gave testimony and produced

my log, that I had had a meeting with him on May 23, at 11:30 in the morning. It was at that time, it refreshed his memory, and he said, yes, I had a meeting with him. Now, what transpired at that, I read his testimony, Senator, as far as what he had said to me, and, like, if you do not tell me what is wrong, what can I do. That is in the appendix.

Senator TUNNEY. Did Governor Meskill testify before the Leasing Committee?

Mr. GUNTHER. I do not believe so.

Senator BURDICK. For your information, the Governor testified here at the last hearing and he was placed under oath at the last time we met.

Mr. GUNTHER. I am sorry, Senator. My reference was to the appendix in his testimony.

The CHAIRMAN. I understand.

Mr. GUNTHER. Now, he has never been sworn in and the testimony before the Leasing Committee, it has been on an informal basis.

Senator TUNNEY. Now, you say that you talked to certain persons right after the May 23 meeting.

Mr. GUNTHER. Not immediately after, Senator. I had to go up to a gaming luncheon immediately after, but back to the Capitol after that where I had discussed it with people who frequent my office and are close to me.

Senator TUNNEY. Who did you discuss it with?

Mr. GUNTHER. Again, I testified at the Leasing—and this was partly because these people come forward and remembered it, because there are many people. I have had probably one of the most popular offices up there. We have an open door policy. Everyone comes and goes, and the people who come to me and volunteered that I had discussed it with that day or closely thereon, in other words, it may not have been exactly the 23d of May, but it could have been the next day after, but at least in that relative period, were Yvonne Koche, who is the head of Common Cause in Connecticut; Philip Smith, he is a freelance newsman, a young fellow, who drives back and forth with me frequently from Hartford, and even the majority leader, Senator Caldwell, recalled that I had discussed it with him because frequently he drives back and forth because he comes from a sister town.

Senator TUNNEY. Did they testify in the Connecticut hearing?

Mr. GUNTHER. This was the thing that bothered me in the appendix, that the two who were called in informally who were Yvonne Koche and Philip Smith, they discussed it with them on an informal basis, but that is all.

Senator TUNNEY. Did they say that you had told them about the meeting, and did they—

Mr. GUNTHER. Some of the statements.

Senator TUNNEY. Did they also say that you also discussed with them the fact that you told the Governor about the leases, the Downes lease, and so forth?

Mr. GUNTHER. Yes, I think specifically when the remark was made, what are you going to do? The Democrats' dirty work? I was a little bit miffed at that.

Senator TUNNEY. And that statement took place on the May 23 meeting?

Mr. GUNTHER. That is correct, sir.

Senator TUNNEY. So these two persons who you indicate spoke informally with the State legislative committee indicated to the State legislative committee that you had, between May 23 and June 7, discussed the meeting and discussed the Downes lease with the Governor?

Mr. GUNTHER. I would say I have not read their testimony, Senator. I know they were called in, and that they said that they corroborated it. I know it is hearsay, but they had said it. Senator Caldwell had not been called in, and subsequent to that former Senator Tom Dowd of Bridgeport also came to me and remembered that he had discussed this with me during that relative period of time.

Senator TUNNEY. It is an exception to the hearsay rule, corroboration that a statement was made, not that it is the truth, but that it was said.

Mr. GUNTHER. I am not a lawyer, Senator. I do not know the technicalities of law.

Senator TUNNEY. Did Governor Meskill tell you of the letter of commitment at the May 23 meeting?

Mr. GUNTHER. I have never heard from any of the parties that I discussed this with—and I am talking about the direct relationship, whether it be Gafney, Kozlowski, or Meskill, or anyone has ever told me. My first knowledge of when the actual letter of commitment was signed was when the Leasing Committee developed this.

Senator TUNNEY. The American Bar Association witness—I was not here this morning—but apparently he said that Governor Meskill never checked with the State Attorney General to find out the legal effects of the letter of commitment. Do you have any knowledge of this?

Mr. GUNTHER. No, I do not, sir. I do know, and I have so testified here, that apparently the Phoenix lease was almost a parallel, and they stopped that without too much trouble.

Senator TUNNEY. You may have already testified to this here, but I would like to have you recount—if you have testified to it here already, do not do it again, but if you have not just recount how the meeting went, how the May 23 meeting went with Governor Meskill. What you did. You came in, what you said to him, what he said to you, so that I have a better understanding.

Mr. GUNTHER. It would be recounting, but I do not mind.

Senator TUNNEY. Just from the time that you arrived at the Governor's mansion, or wherever it was.

Mr. GUNTHER. It was in his office in the Capitol, which is on the second floor, and I said that I would make it quick because both of us had commitments and that I was aware—well, that I was sure that he knew why I was there, and that I had come relative to the Downes lease, and that I had gone over this with Doyle, and that I had checked with—

Senator TUNNEY. Doyle is his assistant?

Mr. GUNTHER. That was his liaison man. Incidentally, John Doyle was the chief honcho from the Governor to the legislature. Everything that we related on a day-to-day basis—and when I say day-to-day and minute-to-minute and all of the details, John was our contact man and

a competent one. He would report every darn thing that happened. In fact, some of the things that we did not want him to report.

But when I went in there—and I try to recall and be as honest as I can about this in the dialogue that went on—but we discussed the Downes lease. It was the only lease in existence at the time. I knew about the possibility of the Tomasso lease, but I had no knowledge of it and knew nothing of the details of the Tomasso leases, so the only thing that was before us, as far as the conversation was concerned, was the Downes lease. When I told him I wanted to see it stopped—

Senator TUNNEY. Now, Downes was what relationship to the Governor?

Mr. GUNTHER. Everybody knew, anyone in politics in the State of Connecticut knew John Downes, other than the fellow who just walked into the Capitol, knew that John Downes was Brian Gaffney's uncle, and Brian Gaffney was State chairman only because he was anointed by Tom. I think we knew enough about politics to know that when the Governor goes in, he picks his man, and that was his man, and I do not think you can separate, incidentally, Brian Gaffney and Tom Meskill because they were one and the same, because without the Governor he had no authority, no patronage, he had nothing, so we have to identify those two together.

I know that Downes—and it was common knowledge that they were all a very close New Britain family, and when I say family, I mean it in maybe the ethnic sense, as a family because it is in the New Britain political family that all of these people are very closely related and practically go to bed together, as far as that goes, so that to talk about John Downes, anybody in the Capitol would know that there was an association between Gaffney, and Meskill. He was a former, I believe, law partner with the brother.

Senator TUNNEY. The brother was a law partner?

Mr. GUNTHER. I believe that Downes had some relative who was apparently in practice with Tom Meskill or associated one way or another. I would not be that sure, but I believe that they were associated.

Senator TUNNEY. Okay.

Mr. GUNTHER. But anyway, when I said that I wanted to see it stopped, he said, what's wrong with it, and at that point, I reiterated what I had said back in 1970 just after the election, that this was one of the areas that I felt very strongly about, and he had just been elected, and I said you can stay in here to the extent that if we clean up the back room in politics, and specifically leasing and the public works department, because that is the most abusive area I find in State government—and I do not think, incidentally, that it is just Connecticut either, Senator—that we could stay in there 90 years if he were to clear this mess up.

He gave me his hand on it and said, we are going to do it, George, Doc, whatever he called me at the time, and here we were just 1½ years later, and he said what's wrong with it?

Now, at that point, why I said, of course we went through this exercise, and he said, well, if we don't stop it, then what, and I said I intended to go to the press, and he said, are you going to do the Democrats' dirty work? And I said, it was not the Democrats' dirty

work; it was my dirty work as a Senator, and I intended to continue on it, and at that point it terminated any conversation.

No; I am sorry. One last remark, he said, I will look into it, and that is why I waited a couple of days, and checked with Kozlowski, who was then public works director, and found nothing was being done. It was still being scheduled to be signed, and incidentally—now this is May 23—Kozlowski at that time never told me the letter of commitment was out.

Senator TUNNEY. Kozlowski was what?

Mr. GUNTHER. He was the public works director at that time, but has been replaced since then by Mr. Manafort, who happens to be part of the family in New Britain.

Senator TUNNEY. As I understand your testimony, you waited what, about 8 days, a week?

Mr. GUNTHER. A week.

Senator TUNNEY. And then you wrote this letter which Senator Scott referred to in which you referred to the Downes lease in the first instance?

Mr. GUNTHER. That is correct.

Senator TUNNEY. And as I understood that testimony, you said you were trying to protect the Governor?

Mr. GUNTHER. I thought I was being kind to him, Senator. I think if I had laid it out that I had gone to him and that I had tried to get him to stop the leases and laid that out to the public, I think he would have gotten a lot more lumps than he did, but very frankly, in retrospect, maybe I should have done that, because we could have stopped the leasing in 1972, and that is what it is all about. I had hoped that we could do that.

Senator TUNNEY. But I want to get just one last point clear. Has the Governor ever denied that you told him those things, or has he said, I cannot remember?

Mr. GUNTHER. No, he has denied. I have never seen any statement that he ever acknowledged that I ever said anything relative to leasing. Wait a minute. I think I would have to pull back a wee bit. I think somewhere—I am trying to recall now, he might have mentioned a word about leases somewhere in all this testimony. I have been trying to—that I might have said something to him, but I know it has been implied that I was rather irrational, in his testimony, that he could not understand me, and I think anyone who knows me knows I am quite direct, succinct, and to the point.

Senator TUNNEY. Just back up, so I understand the chronology. You testified already that you had spoken to Doyle, his aide?

Mr. GUNTHER. Yes, sir.

Senator TUNNEY. And you had spoken to Doyle on what date, May?

Mr. GUNTHER. Not in any specific—are you talking now relative to getting the meeting set up?

Senator TUNNEY. Yes.

Mr. GUNTHER. Incidentally, these dates, I cannot be that positive because in order for me to develop a date, I had to start with May 23, which I was lucky that I found that on my log. I should not say, lucky, but I am glad that I had it in there, and then worked back from then on the sequence of dates, and I think it was—it would have to be,

you know, about the 11th or 12th or somewhere in that area because I believe I had traced back on Gaffney on the 10th, and this was at least a day or two—and I think it was a Friday night, so make it 12th, 13th, something like that.

Senator TUNNEY. Did you ask Doyle to set up the appointment with the Governor for the purposes of discussing the Downes lease?

Mr. GUNTHER. Yes.

Senator TUNNEY. There is no question in your mind about that?

Mr. GUNTHER. None in mine, sir.

Senator TUNNEY. How many times did you discuss it with Doyle before you got the appointment?

Mr. GUNTHER. I would not want to put a number on it, Senator, because as I said, John Doyle we used to see almost on a day-to-day basis up there. He would make the rounds. I was in the minority office at the time. I think as much as I can recall, I would ask him when are we going to get together and that type of thing as far as the Governor was concerned.

Senator TUNNEY. So you discussed it several times with him?

Mr. GUNTHER. I would have to say several times, but I would not want to put a tab on it, as every day.

Senator TUNNEY. What would you say, when am I going to get my appointment.

Mr. GUNTHER. When are we going to get together on this; yes.

Senator TUNNEY. Did you have a feeling that when you saw the Governor, when you walked in, that he knew what to expect in the way of conversation with you?

Mr. GUNTHER. I am almost certain he knew. I do not think that you can live the way we do in politics and when you have a problem surfacing like this that you could not know, especially when it was laid on the deck.

Senator TUNNEY. How long did this meeting take place with the Governor on the 23d?

Mr. GUNTHER. Ten, fifteen, twenty minutes. No more than that.

Senator TUNNEY. And that was the only thing discussed other than the time of day?

Mr. GUNTHER. I don't even think we bothered with that. I think under the circumstances that the niceties were not to be observed.

Senator TUNNEY. I have no further questions.

Senator HART [presiding]. Senator Mathias.

Roman, have you had your time at questioning? I am not aware of who has had their shot.

Senator HRUSKA. I have no questions. Do you have any?

Senator MATHIAS. Yes, thank you.

Mr. Gunther, you have referred in your testimony to a manual of policy procedure at least in your State, and I wondered what was the official status of that manual?

Mr. GUNTHER. Senator, when you say the official status——

Senator MATHIAS. Has it been adopted as an official guide?

Mr. GUNTHER. This was adopted in 1968 and signed by Commissioner Sweeney who was Public Works Director at that time. I believe that John Dempsey also adopted this. This is in a previous administration. This was a Democratic administration, Senator, and I would

take it for granted that this was the policy, unless someone else countermanded it and said this should not be it. We had testimony incidentally during the September 1972 hearing, which is in the document I gave to—I am sorry, he does not have his name up—the Senator over there. I believe there was testimony in there on the procedures relative to how they would operate under this policy.

Senator MATHIAS. Would you say that this was the equivalent then of a departmental regulation?

Mr. GUNTHER. I would say that it had that status at that time.

Senator MATHIAS. Is it still in force?

Mr. GUNTHER. I would hope not, Senator, because—I will have to backtrack. This was a horrible thing for the State of Connecticut, as far as I am concerned. This was abused, and it was not conformed to, and if it were, the policy on a regulatory basis, then our administration—and I say that as a Republican—was not adhering to it.

The whole procedure can be laid out, and it was laid out in that committee to the extent that we requested to change the procedure in 1972.

Senator MATHIAS. Thank you.

Senator HART. I did make one note. When you were talking to Senator Tunney you mentioned the Public Works Director, Kozlowski.

Mr. GUNTHER. Yes, Kozlowski, sir.

Senator HART. As I understand it, following your meeting of May 23 with the Governor, you waited a few days, and then got in touch with Kozlowski and asked him what?

Mr. GUNTHER. I asked him if anything had been done to hold the lease, if any action had been taken.

Senator HART. What did he say?

Mr. GUNTHER. Nothing had been done, and this was again, Senator, this was to give the the Governor—when I left him, he said, well, let us look into it, and I thought if he was going to take some action at least with a couple of days inquiry would have been made. Kozlowski said nothing had been changed in the status, and I had no reason to believe it was not set to go ahead, and it was.

Senator HART. Senator Kennedy?

Senator KENNEDY. I think you have stated in your testimony that you mentioned the Downes lease specifically. Do you have any recollection of the number of times that you mentioned the Downes lease during the conversation?

Mr. GUNTHER. Senator, that is a tough thing to do. I have talked about these leases so many times, and you identify them by the party involved with it, not—technically we should have said the Waterford garage lease, you know, but these leases for years have been political patronage plums, and you identify whether it was De Matteo or whoever it might be. In fact, if you ask me to identify the places some of these leases were, and there are quite a few of them, I would have a devil of a job identifying them.

Senator KENNEDY. You do not then recollect whether you actually used the words "Downes lease"?

Mr. GUNTHER. I am certain at the time, sir, and if we are talking about the period in May, the only lease that was pending was the

Downes lease. There was nothing in my knowledge—I knew that there was a Tomasso lease that was coming up.

Senator KENNEDY. That was not my question. Can you testify now under oath that you used the words, “Downes lease”?

Mr. GUNTHER. I would say positively, when I would be discussing those leases just by the nature of the situation.

Senator KENNEDY. And your testimony is that you used beyond that, whatever words in addition that you did use, you are satisfied in your own mind were clearly understood by the Governor to relate to the Downes lease?

Mr. GUNTHER. Yes; I believe that to be true, sir.

Senator KENNEDY. Thank you.

Senator HART. I am asked by staff whether the departmental procedures cited by Senator Mathias as having been established for the Department of Public Works during the Dempsey administration are the same procedures which the Connecticut Leasing Committee cites and discusses on page 10 of the report of that Connecticut Committee.

Mr. GUNTHER. Which report is that, Senator? Is that in the appendix?

Senator HART. It is a report of a Connecticut General Assembly joint committee transmitted to the members of the Standing Joint Committee on Appropriations in a letter dated January 7.

Mr. GUNTHER. I am sorry. I have never seen that report. I have the appendix here, but I have not had an opportunity to get a copy of that particular—that is the first report that they have.

Senator HART. I am asking that the page to which reference is made in my question be shown to you.

[Mr. Gunther inspected the document.]

Mr. GUNTHER. Does it continue on into the next page? Or just that one section?

Senator HART. I will ask staff to indicate.

Mr. GUNTHER. That is the procedure, Senator Hart.

Mr. WESTPHAL. Is the report you referred to the same as that? [Indicating.]

Mr. GUNTHER. This is the procedure adopted by the Dempsey administration in 1968 and supposedly adhered to.

Senator HART. It may have no relevance at all, but I was just surprised that you said you had never seen this report that I just cited.

Mr. GUNTHER. Senator, I am on 17 committees this session, four statutory and 13 subcommittees. There are only seven of us poor Republicans left there, and I honestly have not had the opportunity to get that report.

Senator HART. You are talking to an understanding, sympathetic audience when you explain why you cannot read everything.

Mr. GUNTHER. Thank you.

Senator HART. But this was about the No. 1 item of your concern and activity, was it not?

Mr. GUNTHER. I know, Senator, but there is just one of me and only so much time in a day, and I have asked for copies of that, I just have not had them. I just was lucky to get this appendix, very frankly. I had somebody scrounge it for me so I could get it, and also the copy

of the testimony in the last hearing. I did not have a copy in the first hearing down here.

Senator HART. Senator Tunney.

Senator TUNNEY. I have no further questions.

Senator HRUSKA. The chairman indicated the next witness would be Senator Weicker who would like to be heard at this time.

Senator HART. Are there any further questions by members of the committee of Senator Gunther?

Apparently not. Senator, thank you very much.

Mr. GUNTHER. Thank you, and I appreciate your having me down here, as I really wanted to come.

Senator HART. As indicated by the chairman, Senator Burdick, whom I am advised will return in about 10 or 15 minutes, the next witness is our colleague, whom we all welcome, Lowell Weicker.

TESTIMONY OF LOWELL P. WEICKER, U.S. SENATOR FROM CONNECTICUT

Senator WEICKER. Thank you, Mr. Chairman.

Senators, I am going to try to be very brief because I know you are here to elicit such information as you want from either Governor Meskill or other individuals who have been named in the matters brought before your committee, but I think that there are a few comments I should make in light of the testimony of this witness and also in light of the presentation of the American Bar Association, and as soon as I am through, as I have indicated, Governor Meskill and those witnesses are available to the committee.

Yesterday afternoon I was walking through the Capitol with Tom Meskill, and I said, do you know, Governor, I think there is a lesson in what has gone on here over the past several months for all of us because if men of power, such as ourselves, such as you had as Governor, such as I have as a United States Senator, get pushed to the wire on a matter such as this by some unjust activities, and we manage just to keep our head above water because we do have that power, what happens to an average citizen in this country when these types of activities go on, when there is patent unfairness and prejudice? And as I said, I think it is a lesson for each of us, and one that I would hope we would apply on behalf of other Americans who do not have the power we have.

Now, Mr. Chairman, reference has been made by Senator Gunther to the fact that he told me of this Downes lease which I denied in testimony that I gave before the Leasing Committee in Hartford. I think that the best evidence of what it is that Senator Gunther is about can be had from the transcript of his testimony before the Leasing Committee on this very point.

And then I also intend to repeat the testimony of Senator Gunther before the Leasing Committee on his conversation with Governor Meskill, which I might add, has already been submitted for the record to the committee at the January hearing, and I think it will become very obvious to you as to what these warnings consist of and how specific and factual they have been.

(The interview referred to is printed above at page 96.)

Senator WEICKER. I now read the transcript of the testimony of Senator Gunther before the Leasing Committee relative to his warning me here in Washington of the Downes lease:

GUNTHER. I've even discussed it with Senator Weicker.

LENGE [that is a State Senator on the Leasing Committee]. When did you discuss it with Senator Weicker?

GUNTHER. Way back in 1972.

If I may just leave the transcript a moment, we already have his own testimony that it was in 1973.

Back to the transcript:

LENGE. When in 1972?

GUNTHER. Well . . . it would be after the leasing. Now, if you want a specific . . . I don't know. But this I can back up with my wife's . . .

LENGE. What did you tell Senator Weicker?

GUNTHER. I told him that they . . . meaning Meskill and Gaffney . . . were carrying on the same old ball game that the Democrats had written the book on and that if these people . . . if somebody didn't stop them . . . that they were going to ruin the Republican Party.

LENGE. All right. And what was his response to that?

GUNTHER. Well I don't know what you'd call response. He was blase maybe . . . if that's it. I don't . . .

LENGE. He didn't think it was very important?

GUNTHER. He didn't go up through the ceiling and go out on his white horse and say God we're going to stop them Doc . . . I can tell you that. But he's aware . . .

LENGE. But what . . . did he condone it? Or did he . . .?

GUNTHER. I don't think that he condoned it. I think . . . he's been up here . . . he knows the ball game . . .

LENGE. He just shrugged his shoulders?

GUNTHER. Pardon?

LENGE. Would you say that he just shrugged his shoulders?

GUNTHER. No I think he was disgusted with the conversation. But I don't think he pursued it.

LENGE. Did you mention the Gaffney-Downes situation?

GUNTHER. I mentioned the whole ball game and when I say that . . .

LENGE. Did you mention that you had talked to the Governor about it?

GUNTHER. That I had talked to the Governor? . . . Yes, I'm almost certain that . . .

LENGE. You told the Senator that you had talked to the Governor?

GUNTHER. Yes Sir . . .

LENGE. When do you pinpoint this conversation?

GUNTHER. Between 2:00 o'clock yesterday afternoon and 2:00 o'clock this morning I was scrounging. Whether I can go back and get some dates . . . I was in Washington.

LENGE. No . . . no . . . We're not interested in the minutiae of your recollections. Just relate to whether or not . . .

GUNTHER. You know you're as bad as Shure. . .

LENGE. Well . . . just relate it to whether it was before or after May 23rd?

GUNTHER. Oh it would have to be after May 23rd.

LENGE. It was after May 23rd?

GUNTHER. Certainly.

LENGE. How soon after?

GUNTHER. Now you're asking me to . . .

LENGE. All right. If you can recollect. If you can't . . . you can't.

GUNTHER. I can't recollect the specific time . . . you know . . . because I was very disturbed over what . . .

LENGE. Where did you meet Senator Weicker?

GUNTHER. Oh in Washington. When I go down there we make the rounds and shake hands and talk to the boys but . . .

LENGE. Not the girls?

GUNTHER. No I had my wife with me.

LENGE. Okay . . . anyway . . . What did you tell the Senator and who brought it up?

GUNTHER. Well I think it was just a general . . . I would probably have gone out of my way if I really wanted to relate to you . . . that I probably went out of my way to take and bring it to their attention because I was sincerely concerned about what these people would do to the Republican Party. I think . . . you know . . . the 20-20 vision of hindsight in this . . . I think that we've seen it. But . . .

LENGE. All right. I think that we covered these.

Senator WEICKER. That is the testimony of Senator Gunther before the Leasing Committee as to the warning that I received as to the specifics of this leasing situation. Note how it equates with his testimony about his meeting with the Governor.

Again, his testimony before the Leasing Committee in Hartford, which this committee already has a copy of:

DICE. Why don't you tell us what you told him as far as your objections were . . . how you described the lease to him . . . Why don't you go into some details if you can recall?

GUNTHER. I didn't go into any great detail because I know or I have known or he should have known what these leases were all about.

And then later on, and the whole record is before your committee. Shure is counsel of the committee:

SHURE. Well . . . I appreciate his understanding of your attitudes but what I'm more particularly asking you is whether or not the Governor gave you the impression that he knew specifically when you arrived what you were coming to talk to him about and that is the Downes lease?

GUNTHER. Well I . . . yes I think that he was well aware of it. I think there had been enough prelude in the setting up of the meeting. I'm sure that John Doyle is fully competent in carrying coals to Newcastle, as he's done many times in the past on many issues.

And later on:

SHURE. Did he know about the details of the lease when you came in or did you have to explain them to him?

GUNTHER. No we did not go into the details. Again . . .

DICE. That isn't the question. Did he know the details of the lease or did you have to explain to him what the details of the lease were?

GUNTHER. No I don't recall going into the minute details of the lease itself. As I say I think that I prefaced that well enough with anything that Doyle would have to bring in to him.

DICE. Were you under the impression though that he did know the details of the lease when you were discussing it?

GUNTHER. That he didn't know?

DICE. That he did?

GUNTHER. Oh . . . yes, I'd say that he did know about the lease.

DICE. You didn't explain them to him but he knew the details of it?

Senator WEICKER. And so on throughout the testimony. Now, gentlemen, let me just say this, that certainly I do not think anyone is more committed to the cause of good Government than this Senator, and I am sure possibly also Senator Gunther, and the members of this committee, but you cannot go ahead on this type of information and impute—never mind the legalities, leave that word aside—even improprieties. That is basically what has been done here.

I have never seen so much generality in my life, and the unfortunate aspect of it is that you are not just going ahead and saying, this man is a bad governor. That is not what is at issue. There is the implication that there was wrong-doing, and this is something a man has to live with. He can answer for himself. In that testimony that I gave before the Leasing Committee when I went to Hartford, and I have got these and will submit them to the senators here.

I made a couple of observations which I would like to repeat here this afternoon. I said, "I appear before this committee"—this is when I appeared before the Leasing Committee:

not to impart knowledge pertinent to your inquiry. I haven't any, but to reaffirm my willingness to speak out against injustice and unfairness regardless of the consequence to me or its perpetrators. It is not what each of us does in our political, philosophical, or personal self-interest that gives credibility and worth to the elected official, but how vigorously you stand with those persons and ideas in opposition to our own when they become the subject of low blows. To explain one's work in terms of Democrat, Republican, conservative, or liberal is easy. To adhere, in one's advocacy to the terms and spirit of the Constitution, Connecticut or U.S., is tough. But by choice, that is my lot—not because, as my critics state, I'm holier-than-thou, but because sooner or later the life and prosperity of each of us as Americans will depend upon the integrity of our political institutions, and the importance this Nation accords the truth.

And then as I concluded, I made the statement relative to the specifics and relative to that testimony which I read to you earlier:

I appreciate all the concern exhibited by State Senators Gunther and Lenge during Friday's testimony although it seems to me that the time for concern is when the alleged rip-off is taking place, especially when both those worthies along with the Governor and their Republican colleagues controlled the State Government, lock, stock, and barrel.

For myself, my political estrangement from the Republican party has never stood me in better stead. Since 1941 mine has been an exile from the patronage, power, and purse of the Republican party of Connecticut. That is why I am without knowledge as to what all of you have been doing over the past several years.

Now, that is the fact of the matter, and my first comment relative to this matter is that it should be put to bed on the basis of what is on the record. If this is going to go ahead and condemn individuals in this station of ours, and give them a bad name, God help us. I just don't think we are doing our job.

As to the matters that have been raised by the American Bar Association, I can only say this. I think someone had better go back to their books in the American Bar Association as to what the justice system of this country is all about, and I might add that when I hear someone say that because someone has counsel, that is an implication of guilt, someone had better start to read the Bill of Rights as to what is going on and what rights individuals have in this country, but to hear it come from the mouth of the President-elect of the American Bar Association is absolutely incredible.

I would suggest to you that in the course of justice, we have just been through an exercise where ad hoc groups try to perform the functions of the established agencies of Government. The Senate Judiciary Committee is the proper forum for this hearing. The staff of the Senate Judiciary Committee has the obligation to investigate. The FBI, at the request of your committee, is a proper agency to investigate those persons who come before your committee for nomination.

The courts of this land are proper agencies. But this type of operation, as far as I am concerned, that was conducted up in Hartford, and you will hear about it from other witnesses, to me is no more than an ABA plumbers' operation. It is simple and clearcut, and it has no place—it has no place.

The Senate Judiciary Committee, the law enforcement agencies of this country, the courts of this country, not the American Bar Association, not a series of investigators going out and constructing a partial case, and what I suppose makes me the most ashamed is that

it was done by lawyers who are supposed to understand the value of the law.

Last, I, having dealt with these leasing hearings, now get to what I consider to be the most pertinent, which are the qualifications of the Governor. You have testimony before you as to his background, Governor of Connecticut, Congressman for 4 years on the Judiciary Committee, mayor of New Britain, corporation counsel for 2 years, assistant counsel for 2 years, editor-in-chief of the University of Connecticut Law Review. Those that testified for him—the president-elect of the Connecticut Bar Association; John LaBelle, the State's attorney out of Hartford, a Democrat; Governor Phillip Noel, Governor of Rhode Island, relative to the Governor and his capacity of attending to the human needs of the State; Chairman Rodino and two members of the House Judiciary, both Smith and Hungate; the dean emeritus of the University of Connecticut Law School, Bert Hopkins; Judge Mulligan of the circuit court, former dean of the Fordham Law School; and Judge Timbers, who is the other sitting Connecticut judge on the Second Circuit Court of Appeals.

The list is long as to those who have testified on the plus side to this man's qualification to sit on the Second Circuit Court of Appeals. Tom Meskill, just as is indicated in that article—there may be reasons why you should vote against him, if indeed you feel that the criteria of the American Bar Association, which has never been put down in writing, is to prevail. And if you prefer to rely on their judgment rather than your own, that is fair enough. Say so. It does not impute any wrongdoing. If you do not like his personal views, his philosophy, fair enough. That is something a man can live with. Those are fair enough, but not this. Not this.

This does a disservice, as I say, not just to our system of justice, but indeed to this committee and to those of us who belong to the U.S. Senate, and on the plus side, yes, I am proud of Tom Meskill. I have disagreed with him probably more than any other man in a philosophical and political sense, but I think he has the qualifications not just to be a good judge, but a great judge, and let me say this: As one who has been more on the liberal side of things than has the Governor, maybe the stress of these confirmation hearings, which have now gone on for almost 6 months, and the first-hand experience as to what can happen when someone does a number on a man, will stand him in good stead when he sits on the bench, so that, if your committee favors him with the nomination and the Senate does, when he sits there and he has people without power standing before him, he will understand what it was to have been subjected to some of the worst sides of our society and our thinking and be able to stand up in the face of it and see that every man and every woman in this Nation abides by the principles of the Constitution and the principles of decency and fairness.

And so now, Mr. Chairman, what I would like to do then is to say to the committee that the Governor is here. John Doyle is here, whose name has been mentioned—Colin Pease, again part of the Governor's staff. Stuart Smith who is specifically available on the Phoenix lease, which has been mentioned. They are here for any first-hand testimony that the members wish, and if any member has a question to ask, I would be glad to respond.

Senator HART. Senator, this is a subcommittee, and I am not a member of this subcommittee, but as one who would look to the record in the full committee, I think it would be useful if you would testify as to the conversation you had with Senator Gunther in 1973, the date which he has fixed by the airline tickets. What did he say to you.

Senator WEICKER. Senator, I do not recall the instance of even a visit from the Senator and his wife, never mind leasing. I do not even recall the visit. It is perfectly possible that a visit took place, and as I say his corroboration as to what he told me about the Downes lease are apparently two airplane tickets coming to Washington, D.C., although he says he came here to honor President Ford, not to honor me with his comments relative to the Downes lease, but I honestly do not recall, you know, any such meeting, although such a meeting could have transpired in a social sense.

But I think you know me well enough to know that anyone who bounces into my office—boy, let me tell you, I am alive today politically because I make sure when somebody dumps one in my lap, it is going to get substantiated, and the facts are going to be put on the line darned fast. I had too many things dumped in my lap in the last couple of years, and as I say, I am still here. It is not something I treat lightly. It does not make any difference that I do not have anything to do with the State of Connecticut, and as I said in my statement, I have been literally cutoff by the party in the State of Connecticut, so what it is that they are doing, it is their affair and not mine, but if anybody came in with wrongdoing at any level, believe me I would protect myself by immediately trying to ascertain what the facts were and get them to the proper party.

That is why I have no recollection of such a meeting, but a subsequent meeting I do and very clearly, and that would have been, as I testified before the Leasing Committee, during the week of September 23.

Senator HART. 1973 or 1974?

Senator WEICKER. 1974. Senator Gunther had appeared in Washington after your first hearings on the Governor's nomination and he had no appointment with me. There was no appointment set for him in my book but I received a call on the floor that he was in my office and I came up to my office.

Now let me just read the paragraph that alludes to this in the testimony I gave before the leasing committee. I said, why, when he was in Washington during the week of September 23, did George Gunther not contact the Senate Judiciary Committee. When he paid a visit to my office during that week, why did he not respond to a request for specifics? At that meeting my administrative assistant, Hank Harper—and he is here today, he manages my Bridgeport office normally, I have had him brought down for any questioning under oath by your committee—and Mr. Fred Gardiner was present.

The meeting had not been scheduled. That is why it does not show on my calendar. It was a courtesy call which can best be described as a heated confrontation. Gunther kept warning me on what a bad sort the Governor was, and I asked him for the facts. Response: Further expletives about the Governor. I got so mad I hated myself later. I said, "Doc, bring me the facts or give them to the Judiciary Committee, or knock off the generalities. You are not hinting at a man being a bad

Governor; you are imputing criminal wrongdoing." No facts. I checked with the Judiciary Committee on Saturday. Gunther never went to them, with the exception of his newspaper clippings.

So I do not recall the meeting with the wife; but I specifically recall this meeting, and there is, as I say, Mr. Harper here to testify that, well, I will tell you—you gentlemen know me, I usually do not try to hide my emotions, but at least I feel that I can explode with you. You are all on equal footing and fair is fair, but constituents—you are not supposed to do that.

I was never so mad in my life because I could not get any facts, and I suggested to him that he go down the hall. I said, Doc, get out of here. Go down the hall. Go see the Senate Judiciary. Give them your facts, and that would be the extent, as I said before, of trying not just as I said, not just as I have alluded to, of meeting and shucking these things off. I do not shuck them off. I am too darn committed to making sure that patronage—even though I have not shared in it—just is not going to run our Government.

But I will tell you what I cannot do. As the Governor testified, I believe when he first testified before this committee when the same thing happened in his office, and the Governor asked Senator Gunther in his office, what do you want me to do? Write a "To Whom It May Concern in the State Government: Knock it off"? No, there has got to be a factual basis for these types of allegations, and I tried to get them, but even to the point that I can understand if he did not want to talk to me, I consider your committee, as I say, the buffer, the committee responsible for getting the facts.

I directed him to your committee to give you the facts.

Senator HART. Just this last question: if you can recall, when did you first hear the expression, the "Downes lease," and from whom?

Senator WEICKER. Senator, I would suppose it was when the actual hearings of the leasing committee were going on. This does not mean to say that people could not have sent me newspaper clippings, et cetera, but understand that in 1973-74, I had a few rather important investigations of my own going on, and candidly, I was not involved at all in the matters of State leasing, never having participated in any of this business that was going on in Connecticut, and very frankly having to retrain my activities here to Washington.

I would suppose the first time I heard about the Downes lease as such would have been when the actual leasing hearings were being held by the General Assembly which was whenever it was in 1974.

And incidentally, I have to plead guilty to another thing. Everyone who walks into the State capitol is supposed to know Downes. I have never heard of Downes. I have never heard of John Downes—there are two Downeses. I do not even know who they are. I have never met them. I have never heard of them, so the first time that I could pinpoint any sort of knowledge would be actually when the matter was raised in the hearings before the leasing committee, the subcommittee of the appropriations committee of the State Senate.

Senator HART. Senator Tunney.

Senator TUNNEY. I have no questions, other than I want to thank Senator Weicker again for being here. I think that what we, of course, are dealing with now are conversations that Senator Gunther had or did not have with other persons, other than Governor Meskill.

I have great admiration for Senator Weicker, for his honesty, and his enthusiasm about causes that he believes in, and I would not want him to feel that if—and I have not made up my mind, until I hear Governor Meskill testify on the specifics, as to whom to believe in this particular case—but I would not want Senator Weicker to feel that there is anything at all personal in any Senator's evaluation of the facts as they exist.

Senator WEICKER. Absolutely not. Let me say one thing right now. As I have indicated, there sits before me the greatest civil libertarians, for heaven's sake, in the Nation, and I have never once felt that any questions directed in this inquiry or any actions have been directed at me.

The only reason why I mention the Gunther thing vis-a-vis me is that a man sets a pattern. He sets a course of behavior, and that course of behavior—do not forget, it would have been very easy for me not to go to Hartford and put myself under oath. I knew what I was doing. As soon as I go under oath, it is possible for someone to say, he has committed perjury, or there is the possibility of perjury because there is conflicting testimony. I knew that when I took that course of action. It made no difference to me. Hell or high water, I am going through there when I see someone wrong.

The only reason I mention it—not that it relates to what is before your committee—is that except, yes, I think it clearly shows the way a man behaves, and I think that is perfectly proper since you have an identical situation vis-a-vis Senator Gunther.

Senator TUNNEY. Thank you.

Senator HART. Senator Hruska?

Senator HRUSKA. No questions, thank you.

Senator WEICKER. Thank you very much.

Senator HART. Thank you very much.

The nominee, Governor Meskill.

TESTIMONY OF THOMAS J. MESKILL, NOMINEE

Mr. MESKILL. Mr. Chairman, I assume that I am still under oath from the recessed hearing.

Senator HRUSKA. He has been sworn. I think announcement in the record to that effect, and that he continues under oath.

Senator HART. Is there any question about being continuing for purposes of the oath?

Mr. MESKILL. Not on my part. I consider myself still under oath, but I would be happy to be sworn again if there are any questions.

Senator HART. Do you swear that the testimony you are about to give before this committee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MESKILL. I do.

Senator HART. Governor, I have already pled that I have not yet read the record on the earlier proceedings, so I am scarcely the fellow to undertake an examination. But you have been sitting here throughout the day. Would you want to make a general statement before questions are directed to you?

Mr. MESKILL. Thank you, Mr. Chairman, at the close of the session of January—I believe it was 24th—when this subcommittee recessed

to await the delivery of the appendixes from the Legislative Committee of the Connecticut General Assembly, I said—and I would like to repeat, not so much for emphasis, but for the fact that I know some of the Senators were not here at that time—I think there are three issues, really. One involves my credentials, one involves my temperament, and the third really involves my integrity, or my judgment, depending on whether you consider the complaints about leasing to be illegal, immoral, or otherwise.

As far as my qualifications and credentials and my temperament, I think those are areas which have been covered by other witnesses, and I do not think that anything I can say could be considered anything other than self-serving.

On the issue of my integrity, or my conduct as Governor as it relates to leasing, there has been an attempt on the part of the bar associations who have appeared and testified in opposition to me, to create the impression that, first of all, I knew about what was going on, that it was very bad, and that I condoned it; and certainly, if I did not condone it, I did nothing about it.

Nothing can be further from the truth as I have testified at an earlier date, and I do not have all the things with me, but I refer you back to my testimony of the 24th. When the allegations were made, or when we had an inquiry in my office concerning some Bridgeport leases where a woman was not being paid her rent, and I look into it and the lease looked fishy and smelly, I immediately called in the States attorney and he investigated, and there was an arrest made.

A request was made of the attorney general to void this lease, and also another lease with the same party, because there were other legal problems in that. When the attorney general raised the question about the Phoenix lease, I immediately looked into the matter and ordered the public works department to go no further with it: to start over again and consider all applicants to make sure that the particular transaction had the complete public confidence. Any time that a complaint was raised to me about any activity in State government, we checked into it, and we were satisfied that the complaint had either been taken care of, or if there was something wrong with it, something was done about it.

When I testified on the 24th, I said, by way of a general statement, that at the time my name originally came up for nomination, prior to my being nominated, I said to Senator Weicker—and I have repeated it to him since then—that I knew that the American Bar Association was going to oppose me: that my nomination would be subject to the closest scrutiny. And I knew that if there was anything in my background which would be embarrassing to him, or to President Ford—or to President Nixon, originally—that it would come out. And I assured him—and at the session that we had on the 24th, I assured the members of the committee—that there was nothing in my public or private life which would embarrass the U.S. Senate, if I am confirmed.

Now, if there is something in my public or private life which would be embarrassing, then I have perjured myself, and I did it voluntarily without anyone even asking the question. I repeat that pledge today; there is nothing in my background which, if I am confirmed, will embarrass the Senate after having confirmed me. I sat here on the 24th, willing to answer any questions; and I am here today to

answer any questions. Now I can only answer questions that I have personal knowledge of. I will not speculate; I will not say what someone told me someone else said. But realizing that questions have been raised and questions would be raised about which I have no firsthand knowledge, I have asked the members of my staff who were closest to me and who might have that knowledge, to be here. And I am talking now about Stewart Smith, who was an administrative assistant to me and who handled matters concerning higher education, and more than anyone else on my staff he knows about the early negotiations concerning the so-called Phoenix Building.

And Robert Leuba, whom it was mentioned somewhere in one of the reports having been the motor vehicles commissioner, and then later, my executive assistant and counsel. He is here because he can answer questions I cannot answer concerning the Phoenix Building.

John Doyle is here, not at the request of the committee, but at my request and at his own expense, and here for the second time, to answer any questions that may be raised about conversations that he has had with Senator Gunther. And Colin Pease, whose last post was a deputy transportation commissioner, but prior to that he occupied the same position Mr. Leuba occupied in my office. And he has recollection—he was sitting in the outer office after the famous conversation between Senator Gunther and myself on May 23.

I want to say this. I do not think that Senator Gunther is intentionally trying to mislead this committee. I do not think he is intentionally misrepresenting anything. I think that he believes that what he says actually happened. I think you can judge whether or not his recollection, or the witnesses who have refuted what he says, is true. I would like to tell you my version of the meeting.

Senator HART. Governor, before you or as you do that, I have been in long enough to get a feel of some of it. What were you told by this man, Mr. Doyle, as to why Senator Gunther wanted to see you?

Mr. MESKILL. I do not recall being told anything, Senator. What I do remember, at the time of this meeting it was at the very end of the legislative session, and the way the general assembly operates in Connecticut, early in the session very few bills are passed. It is similar to the Congress, and at the end of the session there is a rush of legislation passed. If the general assembly is still in session, it has to be signed or vetoed within 10 days. If it has adjourned, then I think the Governor has 20 to 25 days, but there is a tremendous workload in the office. During a session, normally anyone from the legislature who wants to see the Governor, can see the Governor on fairly short notice.

During this particular period of time, he may have had to wait a short while, but the conversation, itself, I do not remember anyone talking to me in advance about what he wanted to see me about. He was a State senator, he was a leader in our party who had to see me about something important, that was all I knew.

The meeting was very brief. I do not remember if he even sat down. There was no one else present in the room at the time, and that perhaps is unfortunate. The conversation went something like this: The Senator said to me, Governor, there is something wrong; there is something you have to do something about. And I said, tell me about it. And he said, well it is terrible, it's bad, it's not fair to the tax-

payers, and so on. I said, what's wrong? He said, I can't be too specific. And I said, who is involved? And he said, I don't want to name names. And I said, well what department is involved? And he said, I would rather not say.

Now this sounds fantastic, but then I said, Doc, when I got an anonymous letter telling me that the tolltakers were stealing money at a certain toll booth, I turned it over to the State police, and they investigated. And any time I have ever had any complaints about wrongdoing or malfeasance of government personnel, I have investigated. But, I said, unless you tell me what is wrong, and who is involved, I cannot investigate. And I said to him, something to the effect of, I cannot just send out a memorandum to all my commissioners addressed to whom it may concern, whoever is doing anything wrong, cut it out. I said, I would look like a laughing stock; unless you can tell me what's wrong, I can do nothing about it. And he said, that's all I can tell you. He got up and left.

I walked out of my office and I said to Colin Pease, who was outside. I just had the strangest meeting I have ever had, and I related what had happened to him, and I said, do you have any idea what he is talking about? He said he did not, and we have complaints about everything. We have complaints about State employees cars being at Little League ball games. I had no idea what he was talking about. I never knew, and in fact, to this day, I do not know that that is what he was talking about. But I have to assume that that is the meeting he refers to. But he did not mention the Downes lease, leasing, or any lease.

And to correct another thing, I have never denied that any meeting took place; the only thing that I ever denied was that I had a conversation with George Gunther about leasing—this one, or any other lease—but I would like to say, I think we are getting bogged down—the meeting of the 23d—because there is a dispute as to what I said and what he said. But I think the committee should understand that between the 23d and June 1 when he wrote the letter to me, nothing transpired concerning this particular lease. So it is important, from the point of who you are going to believe. But from the point of view of what happened to the particular Downes lease, is that nothing happened. Whether I was first told this the 23d, the 1st, the 25th, or anything else.

The first I learned was not the letter of June 1. This was not the first information I had of the Downes lease. The first information I got was from reading a newspaper article that I was asked about at a press conference. This may have been the first or the second; I do not remember. But the letter of the first came to my office and was clocked in at, I believe, 12 or 16 minutes after 9 o'clock in the morning. That same day in the newspaper was a story about the letter, and I know I saw the contents of the letter in the newspaper before I ever saw the letter.

Senator HART. Was that the first time you had ever heard of the Downes lease?

Mr. MESKILL. That's correct. The Governor's office does not get involved in selecting sites, either by purchase or by lease. This is all handled by the agency and the public works department and the department of finance and control in the attorney general's office.

Senator HART. What did you do, beginning June 1, when you saw this letter in the newspaper and then, I assume, read the letter. What did you do about the lease?

Mr. MESKILL. My recollection is that the newspaper article carried the story, either that day or the next day, stating that Commissioner Kozlowski said that it was a good lease and it was a good deal for the State. In fact, there has been some testimony about when the lease was signed. At that time the practice was for the State to send out a letter of commitment, spelling out the terms of the contract to enter into a lease. And this was sent out early in May and it was signed by the lessee. I learned of this last December, when all of the leasing hearings were going on. I then checked into the various steps that took place, and learned that—or that I had the meeting on the 23d or the 25th—that the contract had been signed prior to that meeting.

Senator HART. This was the meeting—

Mr. MESKILL. Between Senator Gunther and myself.

Senator HART. The lease, you say, had been signed?

Mr. MESKILL. No, the contract to lease; the commitment.

Senator HART. The commitment?

Mr. MESKILL. To enter into a lease.

Senator HART. Prior to June 1 and before May 23?

Mr. MESKILL. That's correct. But Senator, I do not want to imply that that's the reason we didn't do anything. There has been some statement, or report, that I used that as an excuse for taking no action. That is not true. The reason I pointed out the dates was because at that time Senator Gunther was quoted in the newspapers as saying that he warned me before the contract was entered into, and my response was—and this was December 1974 that it was being talked about, November or December—my response was, if in fact he did warn me—and he didn't—it still was, in fact, 4 days after the contract to enter into the lease was signed. If, in fact, in checking, my commissioner said, it's a bad lease, the State is paying double what they should pay, we obviously would have taken steps.

But the man with the department who has the expertise said it was a good lease, so as far as I was concerned, there was no action to be taken.

Senator HART. The letter to you from the Senator, which I do not have, must have described the lease as bad for a number of reasons?

Mr. MESKILL. The cost.

Senator HART. The cost. Was the only action then that you took to get confirmation from Kozlowski? The newspaper report that it is a good lease was an accurate quote?

Mr. MESKILL. That's right. That's correct, Senator. Meaning a good lease for the State.

Senator HART. It would not be a good lease if the price disparity that the Senator described this morning had been accurate?

Mr. MESKILL. That's correct.

Senator HART. You did not ask Commissioner Kozlowski specifically what he thought the price should have been? Simply his statement, it is a good lease—

Mr. MESKILL. His statement to—I don't know which member of our staff—was to the effect that it was a good lease. Either a good lease or a good deal for the State; I could not give you the quotation, I did not talk to him directly.

Senator HART. You did not talk to Mr. Kozlowski directly?

Mr. MESKILL. No.

Senator HART. Well one reason I never want to be Governor is I never want to have these problems. I like to think I would have done more than to just ask him if he thought it was a good lease.

Do you have any questions, Senator Hruska?

Senator HRUSKA. I have no questions at this time. I will defer to Senator Tunney.

Senator TUNNEY. There are a few things that I would like to have a better understanding of, Governor, with respect to the leasing program. In the first place, I think it is fair to say that the reason that action has been delayed on your nomination the last 2½ months is because the investigation was going on in Connecticut.

As you know, there would have undoubtedly been a finding much earlier as to judicial qualifications other than integrity if it had not been for these matters. I would just like to get some of these facts on the record. I do not ask the questions in an inquisitory sense, but I do feel that it is important that the record be made clear.

With respect to the Downes lease, the Downes Construction Co. is located in New Britain, right? Is that correct?

Mr. MESKILL. It was. I'm not sure if it still is or not. It was when I still lived in New Britain.

Senator TUNNEY. And you have known the Downes family for many years, according to allegations made to this committee?

Mr. MESKILL. When you say Downes family, to whom are you referring?

Senator TUNNEY. I don't know; how many members are there?

Mr. MESKILL. I can tell you who they are and what the relationship is if it will help the committee. There are two John Downes. First of all, John Downes, the attorney, and Frank Downes, who is the Frank Downes of Frank Downes Construction Co. are brothers.

Frank Downes has a son, John Downes, who I believe now runs the company for him. I practiced law between 1956 and—I would have to look at my personal diary—until 1958 or 1959, with John Downes, the lawyer. I have known him for some time; he was my father's attorney. I met Frank Downes through his brother.

Senator TUNNEY. I see. The State chairman of the Republican Party, what is his name?

Mr. MESKILL. Frank Gaffney, the former State chairman.

Senator TUNNEY. Does he have any relationship to the Downes?

Mr. MESKILL. Which Downes? The answer is yes; but there is a difference.

Senator TUNNEY. The John Downes that you were associated with?

Mr. MESKILL. That is his uncle.

Senator TUNNEY. His uncle. And the John Downes is the uncle of Gaffney, or Gaffney is the uncle of John Downes, I am sorry.

Mr. MESKILL. Brian Gaffney's mother—

[Laughter.]

Mr. MESKILL [continuing.] Is the sister of John Downes, the lawyer, and Frank Downes, the contractor.

Senator TUNNEY. Uh-huh. Thank you. Don't ask me to repeat it.

[Laughter.]

Mr. MESKILL. The Irish are close-knit families.

Senator TUNNEY. On June 1, you received a letter from George Gunther in which he apparently indicated that the lease was excessive in cost to the State, and he urged you to stop the lease. Now, when he mentioned the Downes lease—with the association that you had with the Downes family—did that ring any bells with you one way or the other? Did it make you feel that either the thing should not be pursued because you knew the Downes would not be involved in a bad lease, or did it make you feel that perhaps because they were good friends of yours you ought to contact the Downes and just find out—either personally or through an aide—whether these charges that were being made by the State Senator, and which he said he was going to publicize, were in fact, correct?

Mr. MESKILL. Well first of all, he didn't tell me he was going to publicize them. It didn't ring any bells, because I first checked to find out what the people I relied on thought of the lease, and I was told this was a perfectly good lease. And by good, the message was that it was good for the State of Connecticut, not good in that it was a valid lease that we couldn't get out of. I mean that it was a good deal for the State.

Senator TUNNEY. Did you make any connection between the conversation that you had had with Gunther, on May 23, and the letter that you received from him, dated June 1?

Mr. MESKILL. No.

Senator TUNNEY. You did not think that the letter was referring to the wrongdoing that he had told you about? You did not associate the two?

Mr. MESKILL. No; because in the form that the letter took, it pretty much ruled that out. The fact that it was calling it to my attention for the first time—at least that was the message I got from the letter.

Senator TUNNEY. I yield to Senator Kennedy.

Senator KENNEDY. May I ask, Governor, just to get back to this conversation that you had had with the Senator; I listened to his recollection of the conversation, and to yours. It must have been a matter of just complete disbelief on your part, would it not, if you had a respected member of the State Senate come in and—if I understand what you are saying—say it's trouble, it's bad news, or whatever characterization that you have used, and then—do I understand you, that he did not ask you to do anything?

Mr. MESKILL. He just said I should do something about it.

Senator KENNEDY. About what?

Mr. MESKILL. This problem that he had.

Senator KENNEDY. And he did not tell you what the problem was?

Mr. MESKILL. No.

Senator KENNEDY. Did you ask him what the problem was?

Mr. MESKILL. Yes.

Senator KENNEDY. Did you say, I can't do anything about it if I don't know what the problem is?

Mr. MESKILL. Those are almost my exact words.

Senator KENNEDY. And what did he say then?

Mr. MESKILL. He said, that is all I was going to say.

Senator KENNEDY. Did you not say, listen, haven't we known each other long enough so that you can understand when you say you have

a problem and you ask me to do something about it, how can I do something about it if you don't tell me what it is?

Mr. MESKILL. What I said to him was, I related to him the fact that other people had complained about problems and I had taken action. But unless he was more specific, I couldn't send out a letter to whom it may concern and just say, if there's anything wrong out there in any of your departments, you better cut it out.

Senator KENNEDY. Did he say he was going to get back to you?

Mr. MESKILL. No. I had no idea what he was talking about. In fact, the question I raised in my own mind was whether he was just, in effect, trying to put me on notice that no matter what happened and went wrong, he could say he warned me.

Senator KENNEDY. Why would he do that?

Mr. MESKILL. I think earlier there was a question of Senator Gunther's relationship with the leader of the party at that moment and the Governor's office which was not the best.

Senator KENNEDY. Are you suggesting that he came in to do this just so that he was able to get response politically?

Mr. MESKILL. I have no idea.

Senator KENNEDY. Why do you think he is doing this? Why do you think he would be down here testifying on this matter? What is in his interest?

Mr. MESKILL. That I don't know, Senator, and I would not want to speculate on the man's motivations. I can only say that there had been bad blood between him and Mr. Gaffney.

Senator KENNEDY. What was the basis for that, of your own knowledge?

Mr. MESKILL. Well, my own knowledge is——

Senator KENNEDY. Why should he have not mentioned that to you?

Mr. MESKILL. He didn't. There was no discussion of any person. That was what was so frustrating about it.

Senator KENNEDY. Well, if he had had it in for Gaffney, why would he not mention something about that?

Mr. MESKILL. He has mentioned that on other times.

Senator KENNEDY. But this time——

Mr. MESKILL. That's negative. There was no mention of any individual, any departments. There was no mention of leasing.

Senator KENNEDY. If a person did that, I would think the normal reaction of anyone would be, you had better go home and take a rest or something. [Laughter.]

Mr. MESKILL. Senator, maybe that is what I should have suggested to him, I tried to press him, but he would go no further than telling me something was wrong, and I should do something about it. Perhaps he assumed I knew what he was talking about, but I did not.

Senator KENNEDY. You had no idea?

Mr. MESKILL. I had absolutely no idea.

Senator KENNEDY. Were there any other kinds of allegations or charges about the leasing program? Were you aware that the leasing procedures were——

Mr. MESKILL. The leasing program was not under fire that I can recall.

Senator KENNEDY. Did you ever ask anyone to follow up with him?

Mr. MESKILL. I asked, as I said, Colin Pease if he had any idea what he was talking about, and there was a period of recollection of trying to think what it was—is there anything going on, do we have any problems growing that you are aware of? And, as I said, there was one thing that was mentioned; the fact that a complaint had been made that a commissioner's car had been seen at a Little League game with a State tag on it. Someone had written in and complained that State cars were being used for personal use, or something like that. But we had no idea what he was talking about.

Senator KENNEDY. Do you ever remember using the words, "doing the Democrats' dirty work"?

Mr. MESKILL. No, not with him.

Senator KENNEDY. You have used them for other people? [Laughter.]

Mr. MESKILL. Like Senator Weicker, I have been in politics a long time, but I remember no such conversation.

Senator KENNEDY. We have heard words like that before. [Laughter.]

It just seems to me that, as I am sure you can understand, someone who had obviously pressed to try to get in to see a legislator, or taking up the time in the final days of the session, and then to come in and make those sort of comments or statements—

Mr. MESKILL. Senator, let me just say, like Senator Weicker, I have a desire for survival too. And this is 1972. No judgeship is in the offing, or being considered. And if anyone came in and told me about a situation that was bad, and that he was going to go to the papers with it or anything of that nature, I can assure you that I would have done something.

And it was not until—as I said—2 years later when we talked about having him come in to see me, that we went back and looked at my diary and came up with the date that he had been in to see me on that date.

Senator KENNEDY. Let me just—I guess in the letter that you had referred to, the time that you find out about the Downes case; is that right? Did you not indicate—

Mr. MESKILL. I didn't find out by the letter; I found out by a newspaper story. It was published in the paper actually before I read the letter.

Senator KENNEDY. When you found out did you say, my God, now I know what Gunther was talking about?

Mr. MESKILL. No, because the letter, as I say the newspaper account—the letter refers to it as you know, this is something I am bringing to your attention for the first time. There is nothing in there that would tie it back to a meeting earlier that week or the week before.

Senator KENNEDY. He, in his letter, had indicated that:

For several years now I have been very critical of some of the policies of the State of Connecticut in "leasing" and have been very vocal about the need for change.

Were you aware that he had been?

[The letter referred to appears above at page 129.]

Mr. MESKILL. He was on a committee that had investigated leasing earlier. He has been critical of a lot of things, and has been quite vocal.

Senator KENNEDY. What as the committee he was on investigating—

Mr. MESKILL. It was some—in 1971 or 1972 I think—a legislative committee that went into leasing, and I don't remember whatever came of the report. But then there was the subsequent committee which was appointed and met almost 2 years later.

Senator KENNEDY. And you never remember any conversation with him at all, at any time, that mentioned the word "leasing", or talked about it?

Mr. MESKILL. I don't recall any conversation during my term as Governor, when he talked to me about leasing in general, or any specific lease.

Senator KENNEDY. Had he served on this committee on leasing at the time he had the May meeting with you?

Mr. MESKILL. I don't remember. I don't want to—I am not sure. I think that that committee predated the May 23 meeting.

Senator KENNEDY. May I ask Senator Gunther—just as a point of information—about the dates that you were on the leasing committee?

Senator GUNTHER. There was no leasing committee prior to September 7, 1972, that I served on. I had been quite vocal in disclosing previous leases.

Senator KENNEDY. At the time, your understanding of his concern about leasing procedures in the State was after this May meeting?

Mr. MESKILL. It was sometime after June 1—either on, or immediately thereafter—when I read about it in the paper. You are talking about the Downes lease, or leasing in general?

Senator KENNEDY. Just leasing as an issue, or either.

Mr. MESKILL. When you say aware of his concern—

Senator KENNEDY. The point I am trying to get at is if you were aware that he was on a committee, or was primarily concerned—he was a leader in the party, and he had been primarily concerned about leasing practices, leasing procedures. Some time or other, you may or may not have had some conversation where he did indicate to you his concern about leasing, and then he comes in and says, it's real bad, I can't tell you what it is about. One might assume that that was the area it dealt with?

Mr. MESKILL. I had no such assumption, Senator. Because if it were, I would have assumed he would have said it was leasing.

Senator KENNEDY. But your testimony is he did not.

Senator MATHIAS. Mr. Chairman, may I ask what the intentions of the Chair are?

Senator KENNEDY. I have just become the Chair, and have just looked up to see that there is a rollcall. I guess we will come back. Do you have questions, Senator Mathias?

Senator MATHIAS. Do you have further?

Senator KENNEDY. I have some, and Senator Tunney has not even gotten started.

Senator TUNNEY. Senator Burdick indicated to me that he wanted to have Governor Meskill come back tomorrow morning.

Senator HRUSKA. He said he would be back at 5 o'clock. I would suggest we go and vote and come back; recess for about 10 minutes. Senator Burdick said he would be here at 5 o'clock.

Senator TUNNEY. It is all right with me.

Senator KENNEDY. Let me—just before recessing—on this June 1 letter, you are familiar with it?

Mr. MESKILL. Yes.

Senator KENNEDY. When he brought up the various statistics, I guess it is on page 2—not that I am interested now, other than your general reaction to it, you know, the outlay. He talks about the outlay of \$1,375,000:

I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

That is pretty strong language from a leader of one's own party, I would think.

Do you remember, either the letter or reacting to it, or anything similar? That goes back a long time, and obviously I could not expect you to remember the details of it, but do you remember this letter being a red flag?

Mr. MESKILL. I really don't, Senator. I am trying to recollect. I didn't remember the letter at all until the question of—he said he came in and warned me, and we searched back through the files, and Mr. Doyle found the letter and we tried to—the recollection was, why did we not answer the letter. And I guess the only—and I don't think we did answer the letter, for the record. I think the reason was that it was the general feeling about letters that you read about in the newspapers before you ever get the letter, and in view of the fact of the questions he raised in the letter were answered prior to my seeing the letter.

Senator KENNEDY. You are suggesting that he just wrote it; he already had gone to the press with the issue, and then sort of wrote the letter afterward? Is that what you believe?

Mr. MESKILL. The letter was dated on June 1, and was logged into my office a few minutes after 9 o'clock on June 1. And it was in the, I believe, morning edition of the newspaper—that is, the morning edition of the afternoon newspaper; it was in a late edition. It was in the newspaper that day. I didn't see the letter on that day, but I did see the newspaper.

Senator KENNEDY. And your testimony is after your commissioner responded in a way to your staff that everything was all right, you felt the matter was closed?

Mr. MESKILL. Yes, because I had confidence in my commissioner, and I am still not satisfied it was not a good lease. In other words, I still believe my commissioner. All of this business—the evaluation—has come 2 years later, and within the last couple of weeks of my administration. So it is hard to go back.

Senator KENNEDY. We will recess, and return. Thank you.

[A brief recess was taken.]

Senator BURDICK. In view of the fact that there is another rolleall in the Senate in 10 minutes, I have checked with other Senators who wanted to question after I finish. I think the only reasonable thing to do now is to recess until 10 o'clock tomorrow morning.

Mr. MESKILL. Senator, may I ask a question? We have brought people here with us, and I assume that I should have them stay overnight as well?

Senator BURDICK. As you know, Senator Kennedy made a request for more witnesses, and I suppose the subcommittee will have to do something about that request. I haven't asked for any more.

Mr. MESKILL. Thank you, Senator.

[Whereupon, at 5:15 p.m., the subcommittee recessed, to reconvene at 10 a.m., Thursday, March 6, 1975.]

NOMINATION OF THOMAS J. MESKILL TO BE UNITED STATES CIRCUIT JUDGE

THURSDAY, MARCH 6, 1975

U.S. SENATE,
SUBCOMMITTEE OF THE
COMMITTEE ON THE JUDICIARY,
Washington, D.C.

The subcommittee met, pursuant to notice, at 10:10 a.m., in room 2228, Dirksen Senate Office Building, Senator Quentin N. Burdick, presiding.

Present: Senators Burdick, Eastland, Hart, Kennedy, Tunney, Abourezk, Hruska, and Scott of Pennsylvania.

Also present: Peter M. Stockett, Francis C. Rosenberger, and Hite McLean of the committee staff.

Also present: Staff members representing Senators: William P. Westphal and William J. Weller (Senator Burdick), Dennis C. Thelen (Senator McClellan), Burton Wides (Senator Hart), Thomas Sussman (Senator Kennedy), J. William Heckman (Senator Bayh), Jane L. Frank (Senator Tunney), Irene R. Margolis (Senator Abourezk), J. C. Argetsinger (Senator Hruska), Dennis Unkovic (Senator Scott of Pennsylvania), and C. W. (Quincy) Rodgers, Jr. (Senator Mathias).

TESTIMONY OF THOMAS J. MESKILL—Resumed

Senator BURDICK. Governor, when you first testified here, you explained to us the nature of the business arrangement where you and Paul Manafort and Bernard Mussman, and some other individuals, were co-owners of some commercial property in Wethersfield, Conn. You also explained, when you entered into that venture in 1971, that you made sure that your associates in that venture understood that no part of the building was to be leased or sold in the State of Connecticut. Is that correct?

Mr. MESKILL. Yes, Senator.

Senator BURDICK. At that time, early in 1971, you were about to start, or had just started on, your 4-year term as Governor, as I recall; and at that time, was Mr. Manafort still a private citizen, or was he in the employment of the State in some capacity?

Mr. MESKILL. I appointed him deputy commissioner of public works. I believe he started in that position in late winter, early spring 1971.

Senator BURDICK. When you first became Governor, one Edward Kozlowski was commissioner of public work for the State?

Mr. MESKILL. I appointed Commissioner Kozlowski.

Senator BURDICK. When did he take office?

Mr. MESKILL. I believe it was March 1 of 1971. That was the statutory date for all State terms, with a couple of exceptions.

Senator BURDICK. When you became Governor, the State of Connecticut, as it had done for many years, had a practice whereby it leased buildings used by agencies of the State, as distinguished from purchasing or constructing them for its own ownership; did it not?

Mr. MESKILL. I do not know, Senator. Buildings were leased, also bouldings were constructed, buildings were purchased. I do not believe there was any set pattern of preference of one over the other.

Senator BURDICK. The leasing program, however, was under the primary supervision of the commissioner of public works?

Mr. MESKILL. At what time, Senator?

Senator BURDICK. Pardon?

Mr. MESKILL. At what time?

Senator BURDICK. At the time that you became Governor, thereafter, and during your term.

Mr. MESKILL. That is correct.

Senator BURDICK. As I say, Kozlowski was commissioner?

Mr. MESKILL. That is correct.

Senator BURDICK. Am I correct in understanding, in 1971, 1972, and the first half of 1973, the leasing procedure contemplated procedural steps that I will summarize as follows. First, an agency would notify the public works department of its needs for a building, including square footage and general geographical area. Second, the public works department would ask for proposals to be submitted. No. 3, the agency would review proposals, and the agency had the power to approve or disapprove a site. Four, if the agency approved a site, the proposal would be reviewed by the Department of Finance and by the attorney general. Five, if a specific proposal were approved at each of these stages, then a letter of commitment by the State, to enter into a lease, would be issued to the potential lessor. Six, the potential lessor would arrange for the preparation of architectural plans to construct the building, or to remodel an existing building and arrange financing. Seven, when the building was finished and ready for occupancy, then the actual lease would finally and formally be executed.

Is this, in essence, the procedure that was followed in 1971 and 1972?

Mr. MESKILL. I do not know, Senator. To my own knowledge, I do not know.

Senator BURDICK. You do not know?

Let me straighten out the record on some personal identification. Mr. Kozlowski was your first commissioner of public works. Then you re-assigned him by appointing him commissioner of the motor vehicle department; then you replaced him by Paul Manafort as commissioner of public works. When did Manafort succeed Kozlowski?

Mr. MESKILL. I will have to ask Mr. Leuba, because he was the motor vehicle commissioner.

Mr. Leuba informs me that he came to my office in March 1973, and the vacancy in the motor vehicle department was filled by Commissioner Kozlowski. At that time, I appointed Deputy Commissioner Manafort as acting commissioner of public works, and he remained in that position for a couple of months prior to my appointing him as commissioner of public works.

Senator BURDICK. He was acting commissioner?

Mr. MESKILL. Acting commissioner; yes.

Senator BURDICK. Your particular arrangement in Connecticut is where the Governor appoints the chairman of his party; is this right?

Mr. MESKILL. No, sir, that is not correct. The chairman of the party is elected by the members of the State central committee. There is a man and a woman representing each senatorial district who sit on the State central committee, and they elect the chairman.

Senator BURDICK. You had nothing to do with the appointing or designating J. Brian Gaffney as chairman of that?

Mr. MESKILL. Other than he was my friend and supporter, and I was happy to have him. I had no power to appoint him, and no vote.

Senator BURDICK. Did you make any designation or suggestion to party leaders about him?

Mr. MESKILL. I really do not remember. If any of them asked me, I certainly would have said that he would be my choice.

Senator BURDICK. What was the nature of your acquaintanceship with Mr. Gaffney before he became chairman?

Mr. MESKILL. When I went into the practice of law with John Downes, the attorney, it was with the understanding that when his nephew Brian graduated from law school and was admitted to the bar, that he would come into the law firm, and that I would leave. And that was the way things worked out. It was a matter of a couple years I was in practice with Mr. Downes. Then I left, and Mr. Gaffney came in, and began to practice with his uncle. That was the first time that I met him. Then, he became active politically. He ran for the council in New Britain when I ran for mayor, and we were close political friends after that.

Senator BURDICK. Staff tells me that the biography shows that Gaffney joined the firm in 1960. Is that right?

Mr. MESKILL. That is when I left the firm.

Senator BURDICK. When you left, he joined at the same time?

Mr. MESKILL. He took my spot.

Senator BURDICK. I see.

Mr. MESKILL. He took the office that I was in.

Senator BURDICK. That would be 1960?

Mr. MESKILL. 1960.

Senator BURDICK. What was the nature of your acquaintance with Mr. Manafort before he became commissioner of public works?

Mr. MESKILL. I first met him—he ran against me in a primary for mayor. I won the primary, I was elected mayor. I subsequently appointed him public works commissioner of the city of New Britain. He did an outstanding job. I was defeated when I ran for re-election for mayor, and subsequently went to Congress. He subsequently ran for mayor and was elected, I think three times. He was mayor at the time that I was elected Governor. During that term, I appointed him deputy commissioner, and he resigned as mayor and became deputy commissioner of public works.

Senator BURDICK. Now, when you testified before us in September, I asked and you acknowledged that the Connecticut legislature was then currently engaged in the investigation of leasing practices. As a matter of fact, the public hearings of the committee continued up until about December 19 or 20, 1974. That committee has made a re-

port, dated January 7, 1975, describing leasing procedures, and filed an appendix on February 15, 1975, giving the factual findings about certain specific leases. Now I ask that the appendix of February 15, 1975, if not already a part of the record, be made a part of the record without objection.

[The material referred to appears above at page 195.]

Senator BURDICK. Governor, the leasing committee in the summary, concluding its January 7, 1975 report, said:

The system of leasing authorized by the state of Connecticut since 1968, in theory, gives the state the opportunity to obtain real estate by lease under competitive circumstances, and with an opportunity to all citizens to take part in offering their property to the state. The system has broken down because the people working it seized upon these means of real estate acquisition as a vehicle by which political patronage, cronyism, personal spoils system, and friendship was substituted as the real system.

Do you have any comment about the finding of the legislative committee?

Mr. MESKILL. I think that is essentially a fair statement.

Senator BURDICK. The statement says 1968, so it embraces a period in which you were Governor, and the period before.

Mr. MESKILL. That is true, Senator. The report covered a longer period; I think it went back to 1960.

Senator BURDICK. It says 1968, so that preceded your term and also included your term?

Mr. MESKILL. Yes.

Senator BURDICK. I will ask you some questions relating to matters that were brought to your attention, so that we can determine to what extent these findings made by the leasing committee apply to you personally, and to give you an opportunity to explain your action as Governor to this committee. You took office as Governor in January, 1971, and according to the appendix report of the leasing committee, at the end of January or early February 1971, your attention was called to a matter involving the relocation of an office of the motor vehicle department from Bassett Street in New Haven to 1985 State Street in Hamden, Conn. The report further states that on February 4, 1971, you asked the commissioner of the motor vehicle department to give you a full report on this proposal. Your request was referred by Commissioner Tynan to a Mr. Zaniewski of the leasing division. Did Mr. Zaniewski, make a report to you regarding the proposed shift from New Haven to Hamden?

Mr. MESKILL. I do not remember. Perhaps Mr. Leuba, when he testifies after me, can answer that; because he succeeded Commissioner Tynan.

Senator BURDICK. I assume the controversy was resolved to your satisfaction, because the report indicates that the least for the Hamden property was executed on March 1, 1971?

Mr. MESKILL. That is not within my recollection.

Senator BURDICK. Do you recall that the shift of the motor vehicle facilities from Bassett Street to Hamden also involved the question, as reported by the leasing committee, of whether the attorney general of Connecticut could find a legal basis for terminating the lease on the Bassett Street premises, because of some defect in the leased premises?

Mr. MESKILL. I do not know, Senator. I really do not know the details of that particular lease. I think that Mr. Leuba can shed some light on it.

Senator BURDICK. Do you recall ever getting a report from the attorney general indicating whether that lease could or could not be terminated?

Mr. MESKILL. I do not remember one, Senator. I cannot say that one was not sent.

Senator BURDICK. You do not recall any advice your attorney general gave you about the termination of that lease?

Mr. MESKILL. No, sir, I do not.

Senator BURDICK. Governor, I would like to direct your attention to the Downes lease at Waterford, Conn. The lessor of this lease was Frank E. Downes Construction Co., of which Frank E. Downes was president and treasurer, and John E. Downes was vice president and secretary. The Frank E. Downes involved in this matter is the uncle of J. Brian Gaffney, who is designated as chairman of the Republican Party. Do you know that to be a fact?

Mr. MESKILL. That is a fact. He was elected chairman.

Senator BURDICK. How long have you known that Downes and Gaffney are related?

Mr. MESKILL. As long as I have known Brian Gaffney, because Frank Downes is attorney John Downes' brother. When I was in that firm, I met Frank Downes, and I met Brian Gaffney at the same time. I have known of that relationship—if you want a date, I would say 1956.

Senator BURDICK. Almost 20 years?

Mr. MESKILL. That is correct.

Senator BURDICK. How is Frank E. Downes related to John F. Downes, with whom you were associated in the law practice from 1956 to 1960?

Mr. MESKILL. They are brothers.

Senator BURDICK. Now, John F. Downes, your law associate, is not to be confused with John E. Downes, who is Frank E. Downes' son, and as such is shown as vice president of Frank E. Downes Construction Co. Is that not true?

Mr. MESKILL. That is correct.

Senator BURDICK. With reference to the Downes Waterford garage lease, when did you first learn or hear of any controversial question being raised about the propriety of the terms or the circumstances of that particular lease?

Mr. MESKILL. The date I would place as June 1 or 2; it was a newspaper article I was asked about in a press conference, I believe, the same day. I do not remember whether the question came before I read the paper or afterward, but it was June 1 or June 2 when I was asked. I remember being asked about the lease.

Senator BURDICK. That was the date that the Senator here has testified that he sent you a letter, on June 1?

Mr. MESKILL. That is correct.

Senator BURDICK. You do not recall receiving the letter?

Mr. MESKILL. I do not recall receiving the letter, although we did check back when all of this was in the newspaper in December. We found the letter, as I testified yesterday—I believe I testified yester-

day. The letter probably does not stand out in my mind because I read about it in the papers before I got it, before I read it.

Senator BURDICK. The letter would arrive at the same time as the newspaper article, because the Senator turned it over to the newspapers, I believe the testimony shows?

Mr. MESKILL. That is correct. It was typed, it was dated the first of June, it was logged into my office at 12 or 16 minutes after 9 a.m. that morning, and appeared in the newspaper that day.

Senator BURDICK. You read the newspaper article?

Mr. MESKILL. I read the newspaper article.

Senator BURDICK. Could I hand you this article, and ask whether that is the same article that you read?

Mr. MESKILL. I believe that is the article, Senator.

Senator BURDICK. That is the article?

Mr. MESKILL. Yes.

Senator BURDICK. Without objection, I ask that the article be made a part of the record.

[The material referred to follows:]

[From the Hartford Times, June 1, 1972]

PROPOSED LEASE IS CRITICIZED

A Republican state senator today urged Gov. Thomas J. Meskill to halt a New Britain contractor, the uncle of Republican state chairman, J. Brian Gaffney, from negotiating with the Public Works Department to build and lease to the state a proposed highway garage in Waterford.

Sen. George L. Gunther of Stratford told the governor Frank Downes is negotiating with the Public Works Department to build and lease to the state a highway garage on Route 65 in Waterford.

Although Gunther did not mention the relationship, Downes is an uncle of GOP State Chairman Gaffney also of New Britain.

Gaffney said today his uncle had told him about the negotiations and asked if it would embarrass him.

"I can't prevent anybody in my family from going about their business just because of my politics," Gaffney said.

However, Gunther said if the contract goes through the state could end up paying \$967,500 for this lease over a 15-year period and at that time elect to purchase the building for \$406,000 or continue to lease it at \$62,000.

"This is a potential outlay of \$1,375,500 of the taxpayers money," the Stratford senator said. "I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it."

Gunther recalled that last week after a story broke that State Rep. Rubin Cohen (D-Colchester), had an interest in two real estate firms that had been given "no-bid" state leasing contracts, the Governor said he was going to look into the matter of leasing.

Gunther said the Downes lease is in final stages of approval. He asked the Governor "to take what steps are necessary to stop this contract."

Gunther said there should be a complete review "of any other pending leases of this nature and a new sensible policy of opening these leases up to public bid."

Senator BURDICK. Did you or did you not have a conversation in your office on May 23, about 11:30 a.m., or sometime that morning, with State Senator Gunther that I refer to?

Mr. MESKILL. Yes, I did.

Senator BURDICK. In that conversation, did Senator Gunther make a statement to you to the effect that there were improprieties and irregularities concerning that particular lease?

Mr. MESKILL. No.

Senator BURDICK. What did you talk about?

Mr. MESKILL. The Senator came in. He told me there was something wrong, that I ought to do something about it, it was very bad. He indicated it was not right, it was not fair, it could be embarrassing, et cetera. I asked him what he was talking about. He said he did not want to be too specific. I asked him who was involved. He said he did not want to name any names. I pressed him for what department was involved. He said, I would rather not say. I told him, unless he told me specifically what he was talking about, he could not expect me to do anything about it. I related to him complaints I had about other things, and actions I have taken, and I said something to the effect that I cannot send out a memorandum to all my commissioners saying, To whom it may concern: Whoever is doing something wrong out there, cut it out. And he indicated that was all he was going to tell me, and he left.

Senator BURDICK. The testimony, I think, generally shows, I cannot quote it accurately, the testimony of Senator Gunther is that he tried to see you at a prior time, and advised your assistant in the outer office that he wanted to see you, and finally saw you on the 23d. Do you mean to say that, having tried to see you before and finally seeing you on the 23d, he did not tell you what he was going to talk to you about?

Mr. MESKILL. That is correct, Senator.

Senator BURDICK. It was just very vague, nothing specific?

Mr. MESKILL. Very vague, Senator.

Senator BURDICK. He did talk to you?

Mr. MESKILL. He did talk to me.

Senator BURDICK. In a vague manner?

Mr. MESKILL. Very vague.

Senator BURDICK. He never mentioned the word lease?

Mr. MESKILL. He never mentioned the word lease.

Senator BURDICK. Did he mention Gaffney?

Mr. MESKILL. He did not mention any names.

Senator BURDICK. Did he make any statement to you to the effect that some individuals were being given preferential treatment?

Mr. MESKILL. He did not.

Senator BURDICK. Did he, on May 23, mention Mr. Gaffney's name? I think you said he did not.

Mr. MESKILL. He did not.

Senator BURDICK. But on December 9, 1974—did you, on December 9, 1974, tell John Doyle, who is that aide that I referred to, that in your meeting with Gunther on May 23, there was talk about Gaffney, and some allegations about Gaffney?

Mr. MESKILL. No.

Senator BURDICK. In the last half of 1972, did you or one of your aides on your behalf issue a public statement to the effect that you were going to look into leasing matters?

Mr. MESKILL. I do not remember any such statement, Senator. I do not know what some aide might have done on my behalf. I do not remember any such statement.

Senator BURDICK. Getting back to this June 1 letter, and the June 1 statement in the newspapers, you claim you read about it in the newspapers. You are not sure you saw the letter?

Mr. MESKILL. I did see the letter eventually.

Senator BURDICK. You eventually did see the letter?

Mr. MESKILL. I saw the newspaper first.

Senator BURDICK. Yes. When did you see the letter, shortly thereafter?

Mr. MESKILL. I have no way of knowing that, Senator. On the original letter, there was a notation that I had seen it, but it was not dated. At that time, we had all these bills in the legislature, and sometimes I did not see my mail for a couple of days, because I was busy with the bills. But I did see the letter eventually.

Senator BURDICK. When you did receive the letter, and you got some information about it, did you then reply to the Senator?

Mr. MESKILL. I did not.

Senator BURDICK. Is it not rather odd that a member of your party writes you a letter and you do not acknowledge it or reply to it?

Mr. MESKILL. It is unusual, except when I read about a letter to me, criticizing my administration, in the newspapers before I received the letter, I have a little different attitude toward it. Senator Gunther was a frequent critic, almost a weekly critic, and I admit I should have answered the letter. But from our records, I cannot find in my records that we ever answered the letter.

Senator BURDICK. At or about the time of the Gunther letter, at or about the time of June 1, is it a fact that a day or two after you saw it, a small item appeared in the newspaper indicating that you were going to look into the matter of leasing?

Mr. MESKILL. That may be, Senator. I do not remember. I may have been asked to look into it, and I may have said yes. I do not remember.

Senator BURDICK. Is it not a fact that in May 1972, the State leasing procedures were a matter of general discussion and information by the public, at least by the various news media in Connecticut at that time?

Mr. MESKILL. I do not remember. I would have to go back and read the papers.

Senator BURDICK. In May 1972 did you cause an investigation to be made into the Downes Waterford leasing matter?

Mr. MESKILL. An inquiry was made by my office of Commissioner Kozlowski, and the position of Commissioner Kozlowski was that the Waterford lease was a good lease for the State.

Senator BURDICK. Did you personally talk to Kozlowski?

Mr. MESKILL. I did not.

Senator BURDICK. Who did? Do you know?

Mr. MESKILL. I do not know. It would have been someone on my staff.

Senator BURDICK. Was it a gentleman by the name of Paige?

Mr. MESKILL. He was on my staff at the time. He may have contacted Commissioner Kozlowski. I believe Commissioner Kozlowski's position on the lease was reported in the newspapers. It seems to me I saw something in the newspapers as well.

Senator BURDICK. Was Paige a member of the so-called Kiddie Corps that we heard about yesterday?

Mr. MESKILL. He was one of the young members of my staff, Senator. He is now a State senator.

Senator BURDICK. Was he assigned to the Kozlowski situation?

Mr. MESKILL. At that time I believe public works was one of the departments that he covered for my office.

Senator BURDICK. It is quite natural that he would be the one to make the contact?

Mr. MESKILL. That would appear to be natural.

Senator BURDICK. You cannot be sure about that?

Mr. MESKILL. I cannot be. But he may very well have been the one.

Senator BURDICK. Anyone, whether it was this gentleman or another aide, or another Kiddie Corps guy that reported to Kozlowski?

Mr. MESKILL. That is correct.

Senator BURDICK. Did he report the following, I am taking this from the Leasing Committee's report. Did he report to you the following language, or the substance of it, that Kozlowski had said, and I quote: "That he has suspected that the lessors had obtained inside information since detailed proposals came in so soon after the official request for space received by the Department of Public Works." Did he state that this was unfair and that it undermined the Department of Public Works' authority and ability for the State to provide fair rentals?

Mr. MESKILL. No.

Senator BURDICK. He did not?

Mr. MESKILL. I never had any such report from that department.

Senator BURDICK. Did you at that time ask Mr. Gaffney if he had called Mr. Kozlowski for his assistance for his uncle obtaining the lease?

Mr. MESKILL. No.

Senator BURDICK. In any event, on June 1, 1972, Senator Gunther did write a letter to you that we discussed.

If it is not a part of the record, I offer it at this time, without objection.

[The letter referred to above appears at page 129.]

Senator BURDICK. In this letter—nowhere does Gunther refer to a May 23 conversation. In this letter he does specifically complain about the Downes Waterford lease. As a result of that letter, what, if any action did you then take, outside of contacting Kozlowski?

Mr. MESKILL. Actually, nothing as a result of the letter.

As the result of the newspaper, a staff member of mine made the inquiry and gave me an answer which I thought was satisfactory.

Senator BURDICK. As I look at the newspaper story and as I look at the letter, much the same facts appear in both the letter and the newspaper story.

Mr. MESKILL. I do not believe it was the same newspaper story. I believe it is a subsequent one.

Senator BURDICK. The one I just showed you indicates that it contains much of the same material as is in the letter.

Mr. MESKILL. That is why I say I was aware of the contents of the letter, by reading the newspaper story rather than the letter.

Senator BURDICK. Outside, then, of having one of your staff people seek Kozlowski, you did nothing else?

Mr. MESKILL. I did nothing else because I had faith in Commissioner Kozlowski. They have expertise in that department. I incline to rely on the people I appoint. If we had instant replay and I could relive everything, I am sure I could have done better.

Senator BURDICK. I understand that Senator Gunther appeared before the Connecticut Leasing Committee and testified concerning his

May 23, 1972 conversation with you, and that Senator Gunther testified and the Leasing Committee invited you to testify. You sent a letter to the Leasing Committee in which you explained that the May 23 meeting with Senator Gunther, "took place 4 days after the contract for the Downes Waterford lease was finalized." Do you recall saying that?

Mr. MESKILL. I said that, but they did not invite me to testify. What happened was I was told that I had an opportunity to testify if I wished, or if I wished to send a communication to the committee.

Senator BURDICK. Was that not an invitation, Governor?

Mr. MESKILL. I would not want to create the impression that I refused to testify.

Senator BURDICK. They said you could come and testify if you so wished?

Mr. MESKILL. They said would you like to respond by either testifying or sending a communication, so I sent a communication.

Senator BURDICK. In your letter you said that the meeting on May 23 with Senator Gunther took place 4 days after the contract for the Downes lease was finalized?

Mr. MESKILL. That is correct.

Senator BURDICK. Did you have any legal advice from the Attorney General or anybody else to indicate to you that that lease could not have been canceled or terminated at that time?

Mr. MESKILL. Senator, I asked when this whole business was inquired into by the leasing committee, I asked for information from my commissioners as to the date of any legal judgments that were signed, and I was told—and I cannot remember the exact date—but I was told that the letter of commitment that was signed by the State of Connecticut, I imagine the public works commission, was sent out some time early in May, the 7th or 8th, something like that; and it was signed and accepted by the lessor on, I believe it was the 19th. Now, a letter of commitment is a letter of commitment. I did not seek legal advice because I am a lawyer and I assume that a commitment is a commitment.

Senator BURDICK. You attempted to find that out in December of 1974?

Mr. MESKILL. That is correct.

Senator BURDICK. I am asking whether or not at the time that you saw—

Mr. MESKILL. In 1972.

Senator BURDICK [continuing]. Saw the Senator in 1972, on or about June, when you learned about this, whether or not you made any inquiry?

Mr. MESKILL. I did not, because the only thing in the letter—the letter talked about something that was in the process that had not been completed. This is a lease pending. I do not have the letter in front of me. Nowhere in the letter does it talk about any relationship or any improper activity, or any influence or any advance information or anything else. All the letter complains about is the exorbitant price.

Our inquiry to our commissioner was is it a fair price. The answer we got back was yes, it is, and it is a good lease for the State. We did not inquire into any improprieties because that question was never

raised at that time. It was not until almost 2 years later when the leasing committee went into all of these things that they go into this business of advance information and so on.

Senator BURDICK. Getting back, actually it was not a contract issued in May; it was just a letter of commitment of some kind that you refer to?

Mr. MESKILL. Yes.

Senator BURDICK. Then the actual final lease was not executed until some time in July or September of the following year, in 1973?

Mr. MESKILL. That is correct.

Senator BURDICK. Which was at least a year and 5 months later?

Mr. MESKILL. That is correct.

Senator BURDICK. At no time until December 1974, did you ascertain what the legal position of that lease was?

Mr. MESKILL. I knew what the legal position was, I am sorry, in 1972, I mean 1974.

Senator BURDICK. In 1974 you made your first inquiry?

Mr. MESKILL. Right. In 1974 I made the determination myself on the basis of the date that I had been given.

Senator BURDICK. Prior to that you made no inquiry?

Mr. MESKILL. No. Not as to whether or not the lease was signed, or anything like that; only as to whether the price was fair.

Senator BURDICK. The legislative committee on page 23 of its report states the following:

The highway garages located in Colchester, Waterford, Thomaston, Rocky Hills and Winchester are all subject to the same abuses and should all be re-examined by the State for reevaluation in light of the disclosures uncovered by the subcommittee; and in each of the above garages the State of Connecticut is paying a rent that can only be described as excessive.

It also said:

In the instance of Waterford and Winstead the prospective landlord was aided by the using agency in selecting the ultimate site before the agency had even notified the department of public works of its need for such space.

My point is had you followed up in June of 1972 on this when you were alerted by either the newspaper article or the letter about the leasing practices, could that not have been avoided?

Mr. MESKILL. First of all, Senator, you listed several garages, some of which—I did not hear all of them—maybe most of which were contracted for prior to my becoming Governor.

Number one, on the issue of the Waterford lease, I had no notice of any impropriety or any information which would suggest impropriety on June 1 or any time right around that period of time. The only allegation or complaint that was made was made by someone who is a constant complainer and who complained about the price. I looked into the thing that he complained about, which was the price. The answer I got satisfied me at that time.

Senator BURDICK. If the price was excessive, was it a legitimate complaint?

Mr. MESKILL. If it was, I was told it was not. I can only tell you what I knew and what I did not know, and what I did do and what I did not do, and why I did not do it.

Senator BURDICK. Is it your contention, Governor, that the letter of commitment that had been issued 4 days before the conversation with the Senator prevented you from taking any legal action?

Mr. MESKILL. No.

Senator BURDICK. You thought you still could do it?

Mr. MESKILL. If I felt that the lease was unconscionably long, illegal, or anything of this nature, obviously an action could be brought to void it. The only issue that was raised was price. My investigation indicated it was a fair price, so I saw no reason to stop the lease.

Senator BURDICK. In this chronology, let us step down further into June. On June 27 of that same year, 1972, did you receive a letter from a Mr. Toby Moffett also complained to you about this same situation?

Mr. MESKILL. I received a letter from Mr. Moffett in which he complained about the fact that Commissioner Kozlowski would not turn over certain files to him or would not make them available to him.

My recollection is the commissioner's reason for refusing to do that was because the information dealt with negotiations which were taking place at the time and might affect negotiations that the State was involved in.

Senator BURDICK. The commitment was signed several weeks before that?

Mr. MESKILL. I believe that the letter that Mr. Moffett sent was more than one lease. I am not sure. I do not have the letter.

Senator BURDICK. It dealt with the Downes lease.

Mr. MESKILL. Did it deal with that?

Senator BURDICK. You may see it.

Mr. MESKILL. May I read from the letter, Senator?

Senator BURDICK. Certainly. Read the whole letter.

Mr. MESKILL. All right.

DEAR GOVERNOR: I am writing you about an issue that seems to be of increasing concern to a large number of citizens in our State—the issue of secrecy in government—and I am urging you to recognize the depth of that concern and to act in a matter that best serves the public interest.

On June 14, our organization, the Connecticut Citizens Action Group, requested, in writing, to the Public Works Commissioner Edward J. Kozlowski, access to the Department file on the leasing of the highway garage in Waterford. More specifically, we petitioned for information regarding the selection of the Downes Construction Company, Inc., of New Britain, as recipient of a "Letter of Commitment" for that lease.

We are most concerned that such "Letters of Commitment" sufficiently bind both the State and the contractor to fix leasing, purchasing prices, and all other obligation in a way that damages competition and precludes further significant financial negotiations.

It kind of agrees with my legal opinion, although I know he is not a lawyer.

Senator BURDICK. Read on.

Mr. MESKILL. Reading:

On June 16, Commissioner Kozlowski advised us that our request had been denied, basing his action on the rationale that such disclosure "would adversely affect the State's financial security."

Feeling that our reasonable request to provide citizens with access to information on our State's contractual process had been unreasonably denied, we again wrote the Commissioner requesting both reconsideration and elaboration on the grounds of denial.

Today we received a second letter from Commissioner Kozlowski stating that: "In view of the fact that the Public Works Department is currently engaged in other negotiations for a highway garage facility, we find that the financial security and interests of the State of Connecticut would be adversely affected by release of this file at this time."

We believe that the Commissioner's reliance on the financial security exemption constitutes a blatant abuse of the "Right to Know" statute and a tragic denial of citizens rights.

And he goes on.

Senator SCOTT. Could I see that letter?

Senator BURDICK. Surely.

Mr. MESKILL. Reading:

You are aware, of course, that the Downes lease has created what appears to be a great deal of public concern and controversy. When compared with the very deep issue of public credibility in government, the notion of damage to the financial security of this State is of minimal importance.

There is no evidence that the disclosure of such information would harm Connecticut financially. Nor is there any validity to the Commissioner's contention that negotiations for other highway garage facilities would be adversely affected. One could, in fact, assert with good reason that the financial security of the State will only be enhanced by the full disclosure of this and other files of highway garage leases.

We urge that you utilize your power as Chief Executive to see that the Downes file is made available to us and any other citizens immediately.

Senator BURDICK. Governor, the point I am making is that this is the second time that you were alerted in the month of June 1972 about that lease. Did you do anything after that?

Mr. MESKILL. I answered this letter.

Senator BURDICK. Did you do anything?

Mr. MESKILL. No.

Senator SCOTT. Mr. Chairman, could we get an identification here? Is this signed by Mr. Moffett?

Mr. MESKILL. This is signed by Mr. Moffett, dated June 27, 1972, complaining about his inability to get certain information from the public works commissioner.

Senator SCOTT. Is that Mr. Moffett not the gentleman who became the Democratic candidate for Congress and was elected in the last election?

Mr. MESKILL. The same gentleman, Senator.

Senator BURDICK. Would you also provide the answer to the letter and we will put them both in the record at this time, without objection.

Mr. MESKILL. I do not believe I have it with me.

Senator BURDICK. Would you provide it?

Mr. MESKILL. Yes.

[The letters referred to follow:]

PUBLIC WORKS/LEASES,
July 12, 1972.

Mr. TOBY MOFFETT,
Director, Connecticut Citizen Action Group,
Hartford, Conn.

DEAR MR. MOFFETT: Thank you for your letter of June 27, 1972.

Whether or not the information you requested from Public Works Commissioner Edward J. Kozlowski is made available at this time is up to his discretion. The Public Works Department is continually negotiating leases and to make public this information might seriously affect the outcome of some future proposal.

However, Commissioner Kozlowski has assured me that as soon as this lease is approved by the Attorney General's office he will supply you with a copy.

Again, thank you for writing.

Sincerely,

GOVERNOR.

CONNECTICUT CITIZEN ACTION GROUP,
Hartford, Conn., June 27, 1972.

GOV. THOMAS MESKILL,
State Capitol,
Hartford, Conn.

DEAR GOVERNOR: I am writing to you about an issue which seems to be of increasing concern to large numbers of citizens in our State; the issue of secrecy in government. And I am urging you to recognize the depth of that concern and to act in a manner which best serves the public interest.

On June 14, our organization, the Connecticut Citizen Action Group, requested in writing to Public Works Commissioner Edward J. Kozlowski, access to the Department file on the leasing of a highway garage in Waterford. More specifically, we petitioned for information regarding the selection of the Downes Construction Company, Inc., of New Britain, as recipient of a "Letter of Commitment" for that lease.

We are most concerned that such "Letters of Commitment" sufficiently bind both the State and the contractor to fixed leasing, purchasing prices, and all other obligations in a way which damages competition and precludes further significant financial negotiations.

On June 16, Commissioner Kozlowski advised us that our request had been denied, basing his action on the rationale that such disclosure "would adversely affect the State's financial security."

Feeling that our reasonable request to provide citizens with access to information on their State's contractual processes had been unreasonably denied, we again wrote the Commissioner requesting both reconsideration and elaboration on the grounds for his denial.

Today we received a second letter from Commissioner Kozlowski stating that:

"In view of the fact that the Public Works Department is currently engaged in other negotiations for highway garage facilities, we find that the financial security and interest of the State of Connecticut would be adversely affected by release of this file at this time."

We believe that the Commissioner's reliance on the financial security exemption constitutes a blatant abuse of the "Right to Know" statute and a tragic denial of citizens' rights.

You are aware, of course, that the Downes lease has created what appears to be a great deal of public concern and controversy. When compared with the very deep issue of public credibility in government, the notion of damage to the financial security of the State is of minimal importance.

There is no evidence that the disclosure of such information would harm Connecticut financially. Nor is there validity to the Commissioner's contention that negotiations for other highway garage facilities would be adversely effected. One could, in fact, assert with good reason that the financial security of the State will only be enhanced by full disclosure of this and other files on highway garage leases.

We urge that you utilize your power as Chief Executive to see that the Downes file is made available to us and any other citizens immediately.

Sincerely,

TOBY MOFFETT, *Director*.

Senator BURDICK. Your testimony is that you did nothing further in the lease, the Downes lease, after that letter?

Mr. MESKILL. This letter was checked with the public works department, and my letter to Mr. Moffett backed up my commissioner. I might volunteer that the attorney general's office provides counsel to every one of the operating agencies. While I cannot say from personal experience, I am sure that on this issue, the commissioner had the advice of counsel prior to sending this letter to Mr. Moffett.

Senator BURDICK. Did you talk to Commissioner Kozlowski again before you answered this particular letter?

Mr. MESKILL. I did not discuss this with him personally. This was done through staff.

Senator BURDICK. On September 7, 1972, the State and Urban Development Committee of the Connecticut Legislature held a public

hearing which disclosed that the Downes Waterford lease was based on early information on leasing needs which was in violation of established leasing procedure. Did you not know that the committee had held such a meeting?

Mr. MESKILL. I know that there was a meeting. Senator, if that is what the conclusion was, then I would like to correct my testimony of earlier, when I said I did not learn about the early information until 1974. That may very well be the situation.

Senator BURDICK. In other words, you were alerted on June 1, 1972, on June 27, 1972, and then on September 7, 1972?

Mr. MESKILL. We are talking about three different things Senator. On June 1 the argument was made that the price was excessive and I was told that it was not by people that I relied on. Later in that month a Moffett letter addressed itself to a different issue, the issue of the right to know.

Senator BURDICK. I read it that the Downes situation is spelled out there three or four times.

Mr. MESKILL. The issue of the complaint is not that it was Mr. Downes. The issue is, I think, that they wanted to see the facts and the figures on this particular lease. The later situation, I do not recall what they came up with, to be honest with you.

Senator BURDICK. After the State and Urban Development Committee made its report, did you ask the attorney general of the State of Connecticut to investigate the circumstances of the Downes Waterford lease to determine if there was a legal basis to avoid the May 19 letter of commitment?

Mr. MESKILL. I do not remember making such a request.

Senator BURDICK. Do you think that the facts which show that departures from the proper leasing procedure, the use of personal influence and rental terms that are higher than normal, constitute a probable basis for avoiding a contract?

Mr. MESKILL. Would you repeat the question.

Senator BURDICK. Do you think that facts—this is an assumption—that show departures from proper leasing procedures, and the use of personal influence, and rental terms which are higher than normal would constitute a probable basis for voiding a contract?

Mr. MESKILL. Yes.

Senator BURDICK. You did not find those facts?

Mr. MESKILL. I did not find the high unusual rental terms.

Senator BURDICK. You went no further than to ask Kozlowski—

Mr. MESKILL. He is the man I rely on. He has the expertise in his department.

Senator BURDICK. In its report of January 7, 1975, the Leasing Committee referring to the Downes Waterford lease and other leases stated:

It is the recommendation of the subcommittee that these garage leases be reexamined, renegotiated, and if necessary broken on the basis of the improper activity leading to the confirmation of such leases, which in several instances could be supported legally, due to the improper collusion between the landlord and the state officials and employees.

Do you think that is a correct, a proper statement of the situation in your State?

Mr. MESKILL. That is the conclusion they reach. Whether or not it is justified by the evidence, I do not know.

Senator BURDICK. Back in February of 1971, when some question was raised about the motor vehicle department moving from Bassett Street, New Haven, to Hamden, Conn., the attorney general was asked to determine whether there was a legal basis for breaking the Bassett Street lease. Was that not asked for?

Mr. MESKILL. As I said earlier, I do not remember that transaction at all. It was a lease entered into before I was Governor. The inquiry may have been raised in the first few months. It was not something that was negotiated by my administration.

Senator BURDICK. If it was appropriate in February 1971 for the attorney general to consider whether there was a legal basis for breaking the Bassett Street lease, why would it not have been appropriate in 1972 for the attorney general to consider whether there was a legal basis for breaking the May 19 letter of commitment?

Mr. MESKILL. As I say, I do not know anything about the earlier one, so I cannot compare the two.

Senator BURDICK. Let me direct your attention to the so-called Phoenix Building in Hartford. You may refer to page 36 of our first record of hearings.

Was the Travelers Insurance Co. a client of John F. Downes' firm when you were associated with him in 1956 to 1960?

Mr. MESKILL. I believe that Mr. Downes did some defense work for Travelers during that period of time.

Senator BURDICK. Was the Travelers Insurance Co. a client of the firm Meskill, Dorsey, Sledzik, & Walsh when you were in that firm from 1964 to 1970?

Mr. MESKILL. Yes.

Senator BURDICK. The Phoenix Building was owned by Travelers Insurance Co. After Travelers concluded they had no further use for the building, did they first try to arrange a tax-deductible gift of the building to the State? Is that not correct?

Mr. MESKILL. Yes, that is correct.

Senator BURDICK. On June 19, 1973, it was determined that the IRS would not approve it as a tax-free gift?

Mr. MESKILL. I do not know that. The only thing I can tell you about it is that I made the request of one of the top people in IRS as to whether or not they would depart from the usual rule of not determining in advance the deduction that would be allowed in view of the fact that the company wished to make this gift to the State, and it was for educational purposes. It was a high density area and there was great need. After that, I had no contact with either Travelers or the IRS up until the time that I was advised by a member of my staff that the gift was offered and we were not going to be given the property.

Senator BURDICK. Did you have conversations with IRS yourself?

Mr. MESKILL. I had a conversation with a Deputy Commissioner myself.

Senator BURDICK. On July 10, 1973, Dr. Banks of the Greater Hartford Community College met with Mr. Manafort, who was then commissioner of public works and discussed the fact that the Phoenix

Building would be a good structure to have for the college. Is this right as far as you know?

Mr. MESKILL. I do not know.

Senator BURDICK. On July 16, 1973, did trustees of the regional college board pass a resolution authorizing college officials to negotiate with Mr. Manafort for the purchase of the Phoenix Building? Do you know that?

Mr. MESKILL. I do not know that, but I did see the copy of the letter that was included in the ABA report.

Senator BURDICK. You do not deny it?

Mr. MESKILL. I do not deny that the letter was sent. I do not recollect it.

Senator BURDICK. On August 20, 1973, did the college board members meet with you to discuss the needs of the college and the purchase of the building?

Mr. MESKILL. I do not remember. I do not remember the day. I would have to go back.

Senator BURDICK. On or about that time?

Mr. MESKILL. I really do not remember.

Senator BURDICK. This was reported in the press.

Mr. MESKILL. It is possible. There were many meetings over finding a home for the Hartford Community College. They were in danger of losing their accreditation.

Senator BURDICK. As far as you can recollect, was Mr. Manafort present at the meeting?

Mr. MESKILL. I do not remember the meeting, so I do not know if he was there. I would say this. Stewart Smith of my office is here, and he handled higher education. Now if you wish to inquire of him, I am sure he may be able to shed some light on that.

Senator BURDICK. On September 3, 1973, Dr. Banks and the executive director of the college board, told Mr. Manafort of their interest in buying the Phoenix Building to use as the college. Do you know if that is the fact?

Mr. MESKILL. I do not know that.

Senator BURDICK. On September 7, 1973, Donald McGannon, commissioner of higher education of the State wrote you as Governor to advise that the Phoenix Building could be purchased for \$41½ million.

Mr. MESKILL. That is correct.

Senator BURDICK. The Connecticut Legislature, in effect, at that time had appropriated \$20 million to construct the community college facilities.

Mr. MESKILL. I think that budget includes more.

Senator BURDICK. More than \$20 million?

Mr. MESKILL. I think that is a bond appropriation. What is the date?

Senator BURDICK. I do not have the date.

Mr. MESKILL. I am sure it is part of our capital budget, and I am sure that it includes more than the Hartford Community College.

Senator BURDICK. It did include appropriations for the acquisition of college facilities?

Mr. MESKILL. Without looking at the budget, Senator, I will not dispute it.

In Connecticut we have a university with several branches. We have one, two, three, four State colleges, and we also have a half a dozen community colleges.

Senator BURDICK. After you received the letter of September 7, 1973, did you discuss the Phoenix Building with Manafort?

Mr. MESKILL. Which letter is that, Senator?

Senator BURDICK. The one that Donald McGannan, the chairman, wrote to you.

Mr. MESKILL. I did not.

Senator BURDICK. That told you that it could be bought for \$41½ million.

Mr. MESKILL. I did not.

Senator BURDICK. You did not discuss that?

Mr. MESKILL. I did not personally discuss it with him.

There is something that should be understood at this time.

Senator BURDICK. After you got the letter from the commissioner of higher education, what did you do with it?

Mr. MESKILL. I answered his letter. You have a copy of the answer.

Senator BURDICK. Do you have a copy with you?

Mr. MESKILL. I do not have a copy.

Senator BURDICK. Could you supply it?

Mr. MESKILL. I think it is in the ABA report.

Senator BURDICK. Did you indicate an interest in the proposition?

Mr. MESKILL. I thanked him for his interest. I did not indicate an interest in it because there were several other buildings being considered. I think this is something we had better get out on the table right now because there is an allusion here that has to be corrected.

The first problem is there seems to be the feeling that once the gift fell through that we could have bought the building for \$41½ million, and we missed out on a bargain. Let us go back and remember what the process is that we are talking about for acquiring property. The only time that I was interested in the Phoenix building over and above any other building was when I thought we could get it free. Once it became a question of not being able to get it free, then my obligation is I have to consider all other alternatives. I have to consider other sites, other properties. The Roman Catholic Archdiocese of Hartford was very interested in us buying a property called the House of the Good Shepherd, a facility that they no longer use. They wanted us to buy that for a community college. The Hartford Seminary Foundation wanted us to buy their property. The RPI had some property they wanted to sell. It was later on. Later on a hotel in Hartford wanted us to buy that and use that. It was not a question that we were going to buy the Phoenix building, that we took too long, spent too much, and let the building go in between.

The question here is how can you be fair to all of the parties involved?

Maybe I can help with some of the later questions by saying the question raised later on was, why did you want to lease it when you later bought it, and you had already expressed a preference for purchase.

The city of Hartford was very concerned and very much opposed to our purchasing the Phoenix building, because the Phoenix building,

when it was owned by the Travelers Insurance Co. produced \$1 million of revenue a year for the city of Hartford, already hard-pressed with budget problems.

The city of Hartford's position was if you are going to buy a building, buy something already tax exempt; buy the House of the Good Shepherd; buy something else not presently on our tax rolls. This was one of the factors that mitigated in favor of leasing as against purchase.

The fact remains that the people who were involved in this higher education, the Community College Board, the Board of Public Works, the Attorney General's office, and the Office of Finance Control, they all had to be satisfied that they picked the right location that is going to serve the students, and it is the best deal for the State of Connecticut. I was not about to get involved in saying let us go buy this building, or let us buy this building. If I had done that, I would have been showing the kind of favoritism that we all deplore.

Senator BURDICK. Did you discuss these things, that you have discussed with us now, with Manafort?

Mr. MESKILL. May I make one correction in my testimony? The tax was \$500,000, not \$1 million.

Senator BURDICK. Did you discuss these things with Manafort that you discussed here with us?

Mr. MESKILL. What I am giving you is a summary of the whole thing. This was an ongoing thing. We had been trying for a couple of years to find a facility for the Greater Hartford Community College.

As I say, one of the things while we were looking at sites—I say we—all these various people who were involved in the search were looking at sites. They kept getting the story. We may be given one. We may be given a building. This was being explored. After several months that fell through.

Then we got into the leasing, because I think for one reason the city of Hartford's interest in not losing tax revenue. Then when the Attorney General objected to the cost of the lease with the option, and I might comment he was a candidate for Governor at the time, and his concern was expressed in a political speech. Nevertheless, he was the attorney general. Then we scrapped everything and started all over again.

Senator BURDICK. Did you discuss these matters with Manafort?

Mr. MESKILL. At different times, sir.

Senator BURDICK. You told him that this was your policy?

Mr. MESKILL. What?

Senator BURDICK. What you just said now.

Mr. MESKILL. He knew I preferred purchase over lease, yes.

Senator BURDICK. Did he know it was your policy to explore all other avenues that you just described?

Mr. MESKILL. That is the policy of the State. It is not a matter of mine personally, it is the State's policy, or it should be if it is not.

Senator BURDICK. On September 11, 1973, 4 days after you received this letter from Don McGannan, Mr. Manafort did tour the building with a group of legislators, did he not?

Mr. MESKILL. I would not know that. It could be.

Senator BURDICK. A week later, on September 18, 1973, Attorney Allan Schaefer and Harry Gampel, doing business as S. & G. Co.,

obtained an option to buy the Phoenix Building for \$4.5 million. Did you know that?

Mr. MESKILL. I have heard that; I do not know that from personal knowledge, I read it.

Senator BURDICK. The newspapers report that the S. & G. Co. began negotiations in 1973 after discussions with Bernard Mussman. Is this the same Mussman who had an interest with you and Manafort and others in the property at Wethersfield?

Mr. MESKILL. Yes. Let me just say this, yes; it is the same Mussman. The earlier part of your statement, I cannot vouch for.

Senator BURDICK. The same Mussman that you were associated with in other real estate transactions?

Mr. MESKILL. He is the same Mussman who owns an interest in the Wethersfield property.

Senator BURDICK. On September 20, 1973, 2 days after the option was obtained by S. & G. Co., the Public Works Department, of which Manafort was Commissioner, advertised publicly for the lease of a building suitable for the use of the college in Hartford. Did Manafort consult with you at any time prior to September 20, 1973, as to whether the Phoenix building should be leased rather than purchased?

Mr. MESKILL. I do not remember any conversations with him on that. Mr. Stewart Smith is here; he is much more conversant with the details and the names and what happened at what time than I am.

Senator BURDICK. Did you consult with him at any time around the month of September?

Mr. MESKILL. I do not remember, Senator.

Senator BURDICK. Up to September 20, 1973, only a gift of the building, or a purchase for \$4.5 million, had been brought to your attention?

Mr. MESKILL. I do not know what you mean by a purchase for \$4.5 million. I got the letter from Donald McGannon. There was never an offer delivered to me from any official of the Travelers Insurance Co. If there had been, we still would have considered all other possibilities.

Senator BURDICK. Again, up to September 20, 1973, only a gift of the building were you interested in, or purchase for \$4.5 million?

Mr. MESKILL. No. I was interested in the gift of the building, or then we consider all other possibilities.

Senator BURDICK. You never considered the purchase for \$4.5 million?

Mr. MESKILL. No, sir.

Senator BURDICK. You never talked to Manafort about it?

Mr. MESKILL. I never talked to Manafort about it. I never talked to anybody about it.

Senator BURDICK. On September 20, the advertising for bid was the first time that a lease entered into the picture?

Mr. MESKILL. I do not have the dates; I really do not know. I think Stewart Smith can fill in those answers. I can just tell you what I know. I was a great believer in having staff go out, and you look at all these things and come back with a recommendation. I never got involved in touring any of the facilities.

Senator BURDICK. Was it your policy that you preferred purchase rather than lease?

Mr. MESKILL. Generally, I preferred not buying anything we did not need. If we needed something, I preferred to take it by gift. If we could not get it by gift, I preferred a purchase rather than lease.

Excuse me.

My counsel tells me that there was a property upstate that was eventually going to be used, and there was some interim leasing that was being considered for this purpose. I really do not know these details, and I would much prefer that he testify to them. I do not know.

Senator BURDICK. How far from Hartford was that upstate property?

Mr. MESKILL. My recollection was, it was Windsor, but my counsel says it is Enfield, which would have been 20 or 25 miles, depending on which town we are talking about.

Senator BURDICK. We are talking about a community college in Hartford.

Mr. MESKILL. Greater Hartford; and Windsor is in Greater Hartford. I thought it was Windsor. It is Windsor, and maybe 10 miles from downtown Hartford. The State owns some property there that was considered as an eventual site for a campus.

Senator BURDICK. On December 27, 1973, Manafort notified S. & G. Co. that its lease proposal had been chosen. Do you know that?

Mr. MESKILL. I do not know that. Perhaps I should bring up Mr. Smith. I do not wish to dodge; I just do not know the answers.

Senator BURDICK. We will continue on. If you do not know them, we will not ask any more questions in that area. Did Manafort talk to you about a lease rather than a purchase at any time after September 7, 1973, when, by letter, McGannan told you the building would be bought for \$4.5 million?

Mr. MESKILL. I do not remember a conversation where we talked about lease versus purchase, because any letter from McGannan, or anything connected with that date, we talked about after the attorney general raised the question of cost. And we decided to scrap the whole project and start all over again and consider all the sites that were originally considered, plus any new ones. I expressed a preference for purchase at that time.

Senator BURDICK. My understanding of the terms of the proposed lease of the Phoenix Building that Manafort approved calls for a rent of \$27.6 million over a 25 year term with an option for the State to purchase the building 1 year after the lease for \$8.6 million?

Mr. MESKILL. I do not know the numbers.

Senator BURDICK. You did not know that?

Mr. MESKILL. I do not know the figures. I cannot give you the figures.

Senator BURDICK. You say you would rather have some property given to you than buy it, that \$4.5 million was pretty high. It seems to me \$8.6 million is higher than \$4.5 million.

Mr. MESKILL. It certainly was. But \$4.5 million would have been the highest price we would have paid for any community college in the State.

Senator BURDICK. This was an option negotiated by Manafort with a price at \$8.6 million.

Mr. MESKILL. Senator, I do know that there were extensive renovations involved in this whole project. As I say, the numbers I cannot give you.

Senator BURDICK. Did you ever investigate what the cost of that renovation was?

Mr. MESKILL. This has all been investigated and reviewed and gone over and over again. As I say, Mr. Leuba is here, he can answer these questions on what was included and what was not, and Mr. Smith can answer those questions. I rely on their judgment when I said, how does it look. And the attorney general also approved of this eventual purchase.

Senator BURDICK. Under the lease procedure of the State, in addition to Mr. Manafort the Attorney general had to approve the lease also?

Mr. MESKILL. That is correct.

Senator BURDICK. On February 26, 1974, the attorney general refused to approve it because of the legal technicalities, and because it was exorbitant.

Mr. MESKILL. He raised objections—I cannot quote him—but he raised objections to it.

Senator BURDICK. One of the objections was that the terms were exorbitant?

Mr. MESKILL. That is right.

Senator BURDICK. On March 4, 1974, you, as Governor, ordered Manafort to cancel the lease?

Mr. MESKILL. I am not sure of the date, but that did follow shortly thereafter.

Senator BURDICK. Why?

Mr. MESKILL. As I said at a press conference, this project had tremendous interest in it. Unless there was complete public confidence in the transaction, then I thought we should scrap it and start all over again. We did not want to have anything go through where there was any question about it. There were these great competing interests on whose property were we going to buy, and where was the school going to be located.

Senator BURDICK. By that time there was a lot of press coverage on the situation: was there not?

Mr. MESKILL. There certainly was. There has been press coverage on this ever since I was inaugurated, because of the threat of losing accreditation.

Senator BURDICK. The press coverage dealt with the terms of the arrangement, too; did it not?

Mr. MESKILL. I am sure they were covered.

Senator BURDICK. Eventually, on April 16, 1974, Manafort agreed to purchase the Phoenix Building from the S. & G. Co. for \$7,350,000 after S. & G. completed certain renovations?

Mr. MESKILL. That could be true; I do not know to my own knowledge. The figures sound right, and that sounds about the time.

Senator BURDICK. Under this purchase, the State acquired for \$7,350,000 a renovated building it could have purchased at one time for \$4.5 million?

Mr. MESKILL. I do not think that is correct. I think we are talking apples and oranges. The original purchase price did not include renovations.

Senator BURDICK. That is right. I say the building could have been purchased at \$4.5 million. It is a question of how much renovation was done since that time.

Mr. MESKILL. I do not know.

Senator BURDICK. Do you have any evidence that there was almost \$3 million worth of renovations?

Mr. MESKILL. I will have to call on my expert again, Senator.

Senator, I cannot tell you what the cost of renovations would have been, although perhaps another witness could. I only point out, no matter what the price was at that time, I still had the obligation to consider other alternatives. The pressures at that time were not to buy the Phoenix Building, period, when we had the city of Hartford, which already had been impacted by many other factors, concerned with this tremendous loss of tax revenue. In fairness to other people who wanted to sell their property, if we were going to buy, the pressures from the various interest groups were to consider other properties owned by charitable institutions—churches and the like—if we were going to buy at all.

If we were going to buy property presently on the grant list, then we were going to so that the city of Hartford would collect the taxes. In this case, it was one-half million dollars a year.

Senator BURDICK. In any event, everything came to a head and the Attorney General's refusal became public and you stepped in and stopped the lease?

Mr. MESKILL. I think that is a fair statement.

Senator BURDICK. By the way, did the purchase price—the \$7.35 million—did that purchase price include as much land as was included in the original \$4.5 million?

Mr. MESKILL. It did not.

Senator BURDICK. What was the difference in land?

Mr. MESKILL. I do not know. I know there was a difference.

Senator BURDICK. In other words, less land, more money?

Mr. MESKILL. I think that is correct.

Senator BURDICK. How did this Phoenix situation which you stepped in and stopped—apparently there was some commitment there—how did that differ from the Downes Waterford garage lease that occurred in 1972?

Mr. MESKILL. There was no commitment in the case of the Phoenix Building. The letter of commitment practice had been discontinued by the department of public works between the time of the Waterford lease and the Phoenix Building.

Senator BURDICK. Had Manafort notified S & G Co. that the proposal had been accepted?

Mr. MESKILL. I do not recall any notification.

Counsel said he probably did; I do not remember.

Senator BURDICK. You were in the same legal position in both cases?

Mr. MESKILL. I do not know. I do not know whether anything had been signed. The point is, counsel advised me that the Attorney General—

Senator SCOTT. Mr. Chairman, would the same legal position pertain where you have an oral discussion, either sale or lease of real estate, as with a commitment?

Senator BURDICK. I do not know. I am asking the witness.

Mr. MESKILL. I asked the Attorney General for an opinion. When he raised objections in answer to his letter, I asked him whether any obligations would accrue—any liabilities would accrue—if we voided it. I believe the answer he sent back was that it would not. Is that correct?

Senator BURDICK. Is it not a fact on December 27, 1973, Manafort notified S & G Co. that its lease proposal had been chosen?

Mr. MESKILL. I do not know that.

Senator BURDICK. How long have you known Angelo Tomasso, Jr., of New Britain?

Mr. MESKILL. Thirty years.

Senator BURDICK. Were you associated politically? Did he contribute to your campaign?

Mr. MESKILL. He is a Republican and was a contributor to my campaign.

Senator BURDICK. The report of the leasing committee shows that Riverview Realty Corp. of which Angelo Tomasso, Jr., was president, received three leases: one in Newington, one in Winsted from June 1, 1973, to May 5, 1974. The leasing committee found that the Winsted garage lease rental was excessive, and that the motor vehicle building in Winsted is an area exposed to floods and that the rent on the Newington property was based on overstated renovation cost.

The leasing committee recommended that the Winsted garage lease, along with the Downes Waterford garage lease, be reexamined—renegotiated, and if necessary, broken. The leasing committee recommended that the Newington lease be renegotiated or broken. Can you tell me if you have done anything in regard to this recommendation?

Mr. MESKILL. The leasing report was filed the day before I left office. I have done nothing; I was packing my bags.

Senator BURDICK. Two of the Tomasso Riverview leases were entered into when Mr. Manafort was public works commissioner. When you appointed Mr. Manafort commissioner of public works, did you warn or advise him that he should avoid favoritism or preferential treatment in awarding leases?

Mr. MESKILL. No.

Senator BURDICK. Did you advise Mr. Manafort that he should avoid circumstances that would show—or appear to show—impropriety in awarding leases?

Mr. MESKILL. No.

Senator BURDICK. Governor, at the time that you transferred Mr. Kozlowski from public works to the motor vehicle department and replaced him with Mr. Manafort, the State leasing department was considering bids for a large construction job at the greater Waterbury higher education complex. Mr. Manafort later approved the bid of the company by the name of DeMatteo to supervise the construction.

Later DeMatteo gave a large contract to the Manafort Construction Co., the owners of which are reported to be related to Mr. Manafort.

Did you ever cause an investigation of that matter to be made while you were Governor?

Mr. MESKILL. No.

Senator BURDICK. Did you know that the Manafort Construction Co. was—or had been—a partner—in a partnership arrangement with Mr. Manafort and a relative of his?

Mr. MESKILL. I am not related—

Senator BURDICK. Manafort's brother.

Mr. MESKILL. Paul Manafort is one of the Manafort family.

Senator BURDICK. A brother-partnership of some kind?

Mr. MESKILL. I do not know the relation. It is the New Britain House Wrecking Co., Inc. I think it was Manafort Brothers doing business as—I am not sure it is a corporation or a partnership. It is a family business.

Senator BURDICK. I am advised that Mr. Manafort had sold the stock in that company before he became public service commissioner. Is this correct?

Mr. MESKILL. I do not know.

Senator BURDICK. The leasing committee, in its report, recommended that the construction supervision contract also be reexamined. Are you aware of that?

Mr. MESKILL. I read the leasing committee report.

Senator BURDICK. Has anything been done on that?

Mr. MESKILL. I do not know. I repeat, Senator, the report was filed on the last full day I was Governor. These recommendations were not made to me early enough for me to even consider doing anything about them.

Senator BURDICK. At this time I request that there be included in the record, without objection, a newspaper clipping from the Hartford Times, dated October 23, 1974, entitled "Voters Against Meskill Judgeship 5 to 3."

[The newspaper story referred to appears above at page 146.]

Senator BURDICK. I also ask that the hearing record reflect the fact that under date of February 27, 1975, Mrs. Scott Warner, of Salisbury, Conn., mailed to me nine petition forms bearing the signatures of residents of Connecticut and the typewritten names of additional residents of Connecticut and that in lieu of including these 9 petitions in the printed hearing record that the petitions be kept in the committee file and that the hearing record merely reflect that the body of the petition read as follows:

To members of the Senate Judiciary Committee: We, the undersigned residents of Connecticut's Sixth Congressional District, having observed Thomas Meskill both as our Representative and then as Governor, urge you to reject his nomination to the U.S. Second Circuit Court of Appeals.

If the Judiciary Committee ignores the warnings of bar associations and law professors in the Meskill case, it will convince many people that political deals continue to prevail over public interest.

We can think of no better test of whether there is, indeed, a new improved post-Watergate morality. The confirmation of a man who is qualified neither by experience nor by temperament—especially for such an elevated judicial position—would serve only the cynics who say that nothing has really changed in Washington.

[The petitions referred to were filed with the committee.]

Senator BURDICK. I also ask that the hearing record include a letter from Toby Moffett, dated December 25, 1974, to Chairman Eastland. This is in addition to his more recent letter to Chairman Eastland and his 1972 letter to Governor Meskill which have already been made a part of the record.

[The letter referred to follows. The two letters referred to which have already been made a part of the record appear on page 128 and on page 484.]

UNIONVILLE, CONN., December 25, 1974.

HON. JAMES O. EASTLAND,
Dirksen Senate Office Building,
Washington, D.C.

DEAR SENATOR EASTLAND: I want to express my opposition to the nomination of Governor Thomas Meskill of Connecticut for the U.S. Circuit Court of Appeals, Second Circuit.

Not only does the Governor lack critical experience for the position, but he has failed to halt state procurement policies that are improper and often corrupt.

More specifically, the Governor was aware that state leases were being used as political plums and did nothing to stop the practice. He knowingly withheld information, requested by me in June of 1972, regarding a controversial state lease awarded to the uncle of his party's state chairman.

This is the kind of appointment that would only further deteriorate public trust and confidence in government. Approval of this nomination would strongly signal that officials at the very highest positions in our government do not have a sense of urgency about restoring public faith, but rather are content with a "business as usual" approach.

I urge the committee to reject the nomination.

Sincerely,

TOBY MOFFETT,
Member-Elect, U.S. House of Representatives,
6th District, Connecticut

Senator BURDICK. I also ask that there be included in the record a letter dated February 7, 1975, from Edward J. Kozlowski to Lawrence E. Walsh.

[The letter referred to follows:]

STATE OF CONNECTICUT,
DEPARTMENT OF MOTOR VEHICLES,
Wethersfield, Conn., February 7, 1975.

LAWRENCE E. WALSH,
President-Elect, American Bar Association,
New York, N.Y.

DEAR MR. WALSH: I would be more than happy to meet with your representative and have enclosed the card you sent.

However, any relevant records, writings, or correspondence and any testimony that I could give you has already been presented under oath to the Leasing Committee of the Connecticut General Assembly and should be part of the transcript of their inquiry.

Since I will be leaving this office on February 11, 1975, I am providing you with my home telephone number (203) 874-3142. My residence is at 31 Gunn Street, Milford, Connecticut 06460.

While I served as Commissioner of Public Works, at no time did Governor Meskill or any of his aides discuss with me any state lease.

Very truly yours,

EDWARD J. KOZLOWSKI, Commissioner.

Senator BURDICK. Senator Hruska.

Senator HRUSKA. Governor, you indicated that there had been a letter of commitment on the Downes lease on May 19 which you say was 4 days prior to the meeting you had with Senator Gunther?

Mr. MESKILL. Yes, Senator.

Senator HRUSKA. That was sometime after May 19, before the lease was signed. Do you recall the chronology of that—the formal lease?

Mr. MESKILL. The formal lease—if I were guessing, and it would just be a guess—it may be 18 months later.

Senator HRUSKA. What occurred on the property in the interim?

Mr. MESKILL. I assume the building was built, Senator. I think the usual practice at the time was that the letter of commitment—the offer was made with the terms in it. The lessor would accept it.

Senator HRUSKA. Then a contract is consummated, when the letter of commitment is signed by both parties—

Mr. MESKILL. Yes.

Senator HRUSKA [continuing]. Upon the basis of which the lessor or the constructor, as the case may be, would go out and either modify the property or build the property, arrange for its financing, and when the remodeling is completed, or when the construction is completed, then they place before the parties for formal execution, the formal lease, to which reference is made in the letter of commitment. Is that the way it is?

Mr. MESKILL. That is the way it's done.

Senator HRUSKA. That is standard procedure, is it not, in matters of that kind in commercial and private enterprises as well as Government properties? This certainly has been in my observation. Have you any comment on that procedure?

Mr. MESKILL. I think it is ordinary. I believe it is what was called for in that manual that Senator Gunther put into the record yesterday. That was accepted in 1968 or whenever it was.

Senator HRUSKA. Was any remodeling done on the Travelers Building?

Mr. MESKILL. Both the proposal to lease and the proposal to purchase called for modifications to the building.

Senator HRUSKA. The purported offer of the building at \$4.5 million did not involve the same property that the ultimate purchase price involved, did it?

Mr. MESKILL. It did not.

Senator HRUSKA. In the interim between the \$4.5 million figure and the payment of the \$7 million—or whatever it was, \$7.5 million—were certain things done to the property?

Mr. MESKILL. Senator, the proposal—and as I say, I was not involved in the negotiation; I can only tell you what my understanding is now as I ask questions and look back. The Travelers Insurance Co., did not want to be a landlord. They wanted to sell. At that point, the State was not interested—evidently interested—in buying for several reasons.

One, it was a lot of money and at that time we had come away from the total capital program. I think the feeling of the city of Hartford about the tax revenues I think was a fact to be mitigated in favor of leasing. I did not know it at the time—I later learned it when I asked, why are we leasing, why are we not buying—one of the factors seemed to be that the first disappointment we could not get it free when we had been led to believe that we might. And then the idea that we did not know what our future needs are, and the loss of tax revenue, the impact on the community, if we acquire more private property and make them exempt from taxes.

Your question is correct. In any event, if the State had bought the property from Travelers, it would have had to spend a considerable amount of money renovating it. The lease proposal was that the lessor would renovate it and then lease it. And I think the eventual purchase included the renovation because there was some feeling that the lessor—or in this case, the seller, the eventual seller—could renovate cheaper than the State could renovate, because the State takes longer.

You have to advertise, you have to have so many bids, it has all these things that take time.

Senator HRUSKA. The point is sometimes we yield to the temptation to oversimplify things. We say, here is a building that could have been bought for \$4.5 million that State officials fussed around, they did this and that and the other thing, that and 1½, 2 years later, they buy the same building for \$7.5 million, and that therefore somebody must have made a \$3 million profit. I think the temptation to engage in that kind of simple arithmetic and that kind of simple logic is a little misleading at times. That is why I refer to this procedure, and I am glad for your explanation.

The legislative committee, the Joint Committee on Appropriations, made a number of recommendations in its report which it issued on January 7. Is the Legislature of Connecticut in session now?

Mr. MESKILL. They are.

Senator HRUSKA. Have they taken up this matter, and are they engaged in making a redoing of all these procedures pursuant to the recommendations of this committee, do you know?

Mr. MESKILL. I do not know, Senator.

Senator HRUSKA. The work of the committee which is reflected not only in its report but also in the appendix embraced, as I understand it, some 54 leases, and they were limited to those entered into after 1960, and these 54 leases were approximately one-quarter of the leases in effect at the time that the study was made and about 4 to 6 percent of the total dollar expenditures of the annual lease figures.

Now, as I understand it, these 54 leases embraced some leases that were entered into during your administration and also some that were entered into following that. Do you know what the approximate division was?

Mr. MESKILL. I do not know, Senator.

Senator HRUSKA. You do know that many of the leases were of course entered into in previous administrations?

Mr. MESKILL. Yes, Senator.

Senator HRUSKA. Aside from the fact that the Citizens Advisory Committee was discontinued in 1962 pursuant to the Ederton report, was there any difference in procedures followed that were prescribed during your administration and those that were prescribed during predecessor administrations?

Mr. MESKILL. Senator, I think the date of the discontinuance of that committee was 1972.

Senator HRUSKA. 1972. Yes.

Mr. MESKILL. 1972.

Senator HRUSKA. That is right.

Mr. MESKILL. There were three changes I can recall. Two were legislated during my administration. One was the requirement that there

be an advertisement for bids and that the State publish a notice prior to entering into any leases that they were interested in leasing property for certain purposes in a certain general area. That was one.

Second, there was a bill or a law that required the disclosure, the naming of undisclosed principals by any person choosing to lease property to the State. This also became law during my administration. I cannot remember which general assembly passed it.

The third item was the administrative change within the department of public works in which they got away from this letter of commitment, and I am not really sure of the way that it was handled thereafter, but the procedure was changed sometime between the time of the Downes lease and when the Phoenix situation came up.

Senator HRUSKA. What was the Ederton report, and what caused it?

Mr. MESKILL. Shortly after being elected, I appointed by executive order—in fact, it was my first one—a commission on services and expenditures to which I appointed Edwin Ederton, who had been the president of Western University, former president of the American Stock Exchange, to head up a group and to borrow from business and industry and professional people within the State talent to examine the entire operations of State government and to make recommendations as to how we could save money and how we could improve the services to the people.

They made hundreds of recommendations, many of which were adopted, and saved millions and millions of dollars. One was the abolition of this particular leasing advisory committee, the Citizens Advisory Committee on Leasing. I think that they felt that it really did not accomplish much. In fact, some of the leases that are under question I think had been approved by that committee.

They just did not feel that this body really served any great purpose, and it was one of the recommendations that was accepted. It came out of that report.

Senator HRUSKA. Part of the breakdown was that they did not hold formal meetings, as I understand it. Part of the breakdown was that they used to circulate by mail or by telephone call the idea of making decisions. There was no composite judgment, no joint debate, or discussion, or disclosure in a committee meeting of what the substance of the matter was. Is that not part of the situation?

Mr. MESKILL. It is obvious that you have read the report more recently than I.

Senator HRUSKA. That is what the Joint Committee on Appropriations indicated. They reversed that and said, let us have such a Citizens Advisory Committee, but let it work properly, and let us work as a committee and as a formal body instead of a group of individuals who probably do not engage in collegial effort before entering into the picture.

In the Phoenix lease over the 25-year period, the lessor would be assuming to pay taxes on the property would he not?

Mr. MESKILL. He would.

Senator HRUSKA. In excess of \$400,000 a year, and very likely an increase in that, and that would be reflected in the terms of the lease, would it not?

Mr. MESKILL. Yes, Senator.

Senator HRUSKA. Because somebody has to pay those taxes. Normally the lessor does not make payment in such situations. It is the lessee who does it.

In this instance, it was the lessor who agreed to pay the taxes, as I understand it.

Mr. MESKILL. I believe that is correct, Senator, although I could not say from my own knowledge.

Senator HRUSKA. That is a pretty substantial bill, almost a half a million dollars a year. Of course, that should be taken into consideration in evaluating the reasonableness or the unreasonableness of a lease. Would you say that that would be a fair conclusion?

Mr. MESKILL. Yes, Senator, I would.

Senator HRUSKA. These are all the questions I have at this time.

Senator SCOTT. I wonder if I could ask a few questions, Mr. Chairman?

Senator TUNNEY (presiding). Certainly.

Senator SCOTT. First of all, I know that the printed hearing record in 1974 shows on page 38 an editorial by the Waterbury Sunday Republican and at page 42 another editorial by the Waterbury Republican, and the point of both those editorials is that the leasing practices of the State ought to be investigated, and they are critical of the practices, and they demand that they be thoroughly looked into.

I think it is therefore all the more important that after the Leasing Committee completed its report the Waterbury Sunday Republican, which seems to be one of the leading papers in the State in following this matter, comes to the conclusion that the leasing report lacks facts—and I have already read it into the record—and having demanded the investigation, they dismiss the essential charges in a subsequent editorial. So I wanted that noted in parallel with their earlier criticism.

The bar association on page 58 of its report says that it is apparently undisputed that on June 1, 1972, you did know that the State was entering into an allegedly excessive lease with the Downses. They say that it appears also to be undisputed that Governor Meskill never took any action to review the Downes lease or any other leases as a result of this letter.

Now I understand you to say that the only question raised was the allegedly excessive amount, and that you did raise this with Mr. Kozlowski, and his reply was that he believed that the lease was acceptable and therefore not excessive, is that not right?

Mr. MESKILL. That is correct, Senator. I did not discuss it with him personally, but this is the staff answer that I got back.

Senator SCOTT. From the staff you did inquire and that was the only point made?

Mr. MESKILL. That is correct, Senator.

Senator SCOTT. There were no allegations of fraud, error, or mistake?

Mr. MESKILL. No, Senator.

Senator SCOTT. The only public allegations from Mr. Moffett and others was that it was so excessive as to be against the State's interest, is that right?

Mr. MESKILL. That is correct, Senator.

Senator SCOTT. I do not think I have anything more. I am going to desist in the hope that we will have time to call Mr. Dorsey, who has been waiting in the room, as a possible witness, and Mr. Doyle. I do not know whether we need other witnesses or not, but I think that the committee and at least I would like to hear them.

Senator TUNNEY. Thank you, Senator Hruska and Senator Scott.

Governor Meskill, many of my questions have already been asked by the chairman of the subcommittee, and so I am not going to spend a long time interrogating you. I have just a few questions. I think we probably could get through them in 15 or 20 minutes.

It is my understanding—I was not in the room, so I cannot speak from personal knowledge—that in answering a question from Senator Hruska, you said that the letter of commitment bound the State in the Downes transaction. Is that correct?

Mr. MESKILL. It bound the State to live up to the terms of the letter.

Senator TUNNEY. Was not a similar letter of commitment presented by the State in the Phoenix transaction?

Mr. MESKILL. I do not believe so, Senator. The letter of commitment procedure as existed at the time of the Waterford lease, which is the Downes lease, was changed, was subsequently changed, and I am not familiar with the administrative procedures used. I know it was different.

Furthermore, the attorney general raised the question and complained of the excessiveness, and in my response to him I asked him if we do just scrap this, do we have any obligations? He indicated we did not.

Senator TUNNEY. In the case of the Downes letter of commitment, did you speak to the attorney general? Did he give you any advice?

Mr. MESKILL. No, I did not.

Senator TUNNEY. It was just your impression that the letter of commitment bound the State?

Mr. MESKILL. Well, as a lawyer we were offering an acceptance. It was my impression that the letter of commitment is a commitment.

Furthermore, there was nothing—I had no knowledge of anything that would alter that. For example, undue influence, exorbitant rent, or anything else, because I checked the exorbitant rent claim with a man who should know and upon whom I relied, and he assured me that that was not so. So lacking any knowledge of anything that would uncommit the State or allow the State to avoid the contractual obligations, I went no further with it.

Senator TUNNEY. Did you in your own mind at the time that this matter came up, came to your attention from Senator Gunther, did you compare the letter of commitment in the Phoenix case with the letter of commitment in the Downes case?

Mr. MESKILL. I am sorry, I was distracted.

Senator TUNNEY. I was asking, did you compare the letter of commitment in the Phoenix case with the letter of commitment in the Downes case in a way that would give you some legal judgment that whereas in the Phoenix case it was not binding, in the Downes case it was?

Mr. MESKILL. I have never seen the letters of commitment.

Senator TUNNEY. You never saw the letters?

Mr. MESKILL. Either one. Whatever the form of the letter that was used, whether it was used in the Phoenix case or Phoenix lease I do not know.

Senator TUNNEY. Then why did you feel that the letter of commitment was binding in the Downes case if you had not seen it?

Mr. MESKILL. Because I was told that the letter of commitment was signed by the State early in May and signed by the lessor later in May, and I have to assume they know that they use the proper forms and the signatures were accurate, things of this nature. I had no reason to question the form that was used.

Senator TUNNEY. In the case of the Phoenix transaction, had the lessor and the lessee signed the letter of commitment also?

Mr. MESKILL. I do not know. The way the thing came up was that the attorney general raised the question, and my answer to him—I asked in effect before I called this off, is there some exposure here, and the answer evidently was that there was not.

Senator TUNNEY. There was not, and you did not pay any damages in the Phoenix case?

Mr. MESKILL. No.

Senator TUNNEY. I suppose that as far as the public is concerned in looking at the transaction, not knowing you, say, as a friend, or as someone who they would have faith in just because of the long association, I suppose from the public's point of view, the problem is that Downes was closely associated with you, as family, at various points in your career, and I guess it is Frank Downes' nephew who was the State chairman, is that right?

Mr. MESKILL. That is correct.

Senator TUNNEY. At least in the public perception, it could be interpreted that the reason that you did not pursue the Downes lease further was that that friendship that you had with the family motivated you to just what to let the thing go through and not do anything, and you did not feel that it was illegal, nothing illegal about the practice. It might not have been in the best of taste, but it had been done by other governors, and just let the thing go through.

The reason I say that, I think from the conversations that I have had with Senators who have been on this panel and listened to your testimony, that is an impression that some have discussed as a possibility, and I just wanted to lay it out, so that you can have an opportunity to respond to it.

Mr. MESKILL. I appreciate that because I would not want to leave that impression.

First of all, we almost have to divide the question here. This business of whether Senator Gunther said something on May 23, or whether I learned about it on June 1, has no relevance, except as to the credibility saying certain things.

Nothing happened during that period of time that would make the lease valid or invalid.

The first time that a complaint came to me—the first time that I was aware of it was a newspaper story about the letter, and the complaint was as to the price. I did not just ignore it: I did not say that is good old Frank Downes. I have known him for a long time. I am not going to cause him any trouble. I inquired of a man who is not related to me or to Mr. Downes, who is not from New Britain, who

took an oath of office and was fulfilling his responsibilities, and he told me through his staff and my staff that it was a good lease.

Now—

Senator TUNNEY. What was that person's name?

Mr. MESKILL. Edward Kozlowski. The only question that had been raised was answered to my satisfaction.

It was not until later on that the allegation of influence, the discussion of who called whom on the phone and all this came up. I want to make it perfectly clear that I do not condone advance information that gives one person an edge over another one. By the same token, even if someone may suspect something because of a relationship, if I check with the people that I trust, who obviously had no conflict of interest, and they tell me that this is a perfectly good business transaction for the State of Connecticut, then either I have to believe them or disbelieve them, and I have no reason to disbelieve them.

Now, as I say, if I could play the whole thing back and if I could have read the leasing committee's report and testimony, and then gone back and been Governor all over again, obviously I would ask questions that I did not ask at the time.

Senator TUNNEY. The ABA in their testimony yesterday said they felt that the letter of commitment was not binding. As I understand your testimony, even though you had not seen the letter of commitment, you assumed the regularity of the letter of commitment, which would be put out by the State and you just assumed as a lawyer that it was binding?

Mr. MESKILL. Senator, if I may correct something that you said, the ABA did not say it was binding. I think they said that the State would not be obligated to pay the full leasing price. They would only have the obligation to pay damages and the damages would not be that great if we called off the lease at that time. Is that correct?

Senator TUNNEY. Yes. "The law seems clear that the signing"—now I am quoting from the ABA submission, page 59—

First, the law seems clear that the signing of a commitment to enter into a lease would not make the State liable for the prospective lessor's profits, and would subject the State, at the most, to liability for damages suffered by the prospective lessor in reliance on the State's commitment. Since Governor Meskill was aware of the allegations about the Downes lease only 11 days after the commitment was signed at the latest, the State's liability, had it then determined not to go forward with the lease would have been minimal at most.

Mr. MESKILL. That is correct. If there was anything about that lease that was not right, if I was aware of anything that would make that least voidable or unconscionable, I would have done more than I did.

The only question I raised was the question of the cost to the State and I asked that question and it was answered to my satisfaction. I had no reason to void the lease just because somebody was related to somebody else.

Senator, to expand upon that and to show that I think I have been consistent, if not all-knowing in every case, when we received—

Senator TUNNEY. None of us are.

Mr. MESKILL. When we received the complaint in our office about a Bridgeport lease, a woman not having been paid, we checked into it, and we found out the reason she was not paid was that there was no

order in the comptroller's office to pay. So we checked with the welfare department and the financing and control and all of these departments. They all said they did not know anything about it. We found eventually that a signature on the lease was forged.

We did something. We turned it over to the State's attorney. He investigated it and made an arrest and the individual was fired and I asked the Attorney General to bring immediate action to void the lease.

So if someone gives me information, that should make me suspicious of something, I act upon it. But the information that was given to me in the letter by George Gunther only complained about the price.

Senator TUNNEY. In the Hartford Times article, June 1, 1972, it states that:

Senator George L. Gunther of Stratford told the Governor Frank Downes is negotiating with Public Works Department to have a lease with the State to build a large garage. Although Gunther did not mention the relationship, he is uncle of State Chairman Gaffney. Gaffney said today his uncle told him about the negotiations and asked if it would be embarrassing. "I cannot prevent anybody in my family from going about their business just because of my position."

Did any of that language in that article alert you to the fact that you might have a political problem on your hands with regard to the lease, that perhaps you ought to look into it just a bit further?

Mr. MESKILL. I was asked at a press conference did I think it was proper. I think I can almost remember the question. Did I think that it was proper for the uncle of the Republican State chairman to be leasing property to the State or building for the State, and so on.

I said at the time that I did not know anything about the lease but I did know Frank Downes, that he had been a contractor for a long period of time, and that I knew that he had built buildings for the State of Connecticut prior to my being Governor and that he was not an individual who bought a wheelbarrow and a bed of sand when I became Governor and Gaffney became State chairman. It was subsequent to that that Frank Gaffney said to me, "I hope this is not embarrassing." I said something as far as embarrassment goes, what is done is done. Obviously, it is embarrassing because, as you say, people are liable to draw conclusions.

But at that particular time the only complaint that was alleged was as to prices. I say I was satisfied with the answer. Maybe I should have gone further. If I knew then what I know now, I would have asked more questions.

Senator TUNNEY. The fact that you read that news article in which Gunther was making some pretty heavy charges, and the fact that in that newspaper article they tied Downes into your administration in a personal way, did that not give you a feeling perhaps the embarrassment could be greater than just a friend who happens to be operating in the State and involved in a business deal that somehow involves the State government?

Mr. MESKILL. Senator, I did not expect that this was ever going to be a plus for me. By the same token I could not, in good conscience, order people to bring an action to avoid a lease because it might be embarrassing to me.

I would have to have some valid reason concerning the protection of the taxpayers throughout the State before I would do that.

Senator TUNNEY. As I understand, you stated this morning to Senator Burdick that you knew the Phoenix property was for sale in 1972. Is that correct?

Mr. MESKILL. I do not believe I said that. I believe I said the Phoenix building was never offered to me. I had no knowledge of an offer from the Travelers Insurance Company. I had received letters from other people who said, I understand you can buy it, et cetera.

As I explained this morning, once the Travelers notified the State people that they were not going to give it to us, then it was a question of considering do we buy or do we lease? Regardless of which we decide on, which property do we select because there were competing people.

Senator TUNNEY. Even though you had the letters from other persons indicating that the building was for sale, you did not know that it was for sale because it was your understanding from other sources it was not?

Mr. MESKILL. No; I did not say that.

Senator TUNNEY. I am sorry.

Mr. MESKILL. The fact that it was available for sale and whether it was ever offered to the State are entirely two different things, and I think this is where some of the confusion was.

I was asked many times, Did the Travelers offer to sell the property to the State of Connecticut? I said, I have never seen any offer. People said, There was an offer. I said, show it to me. The Travelers Insurance Co. is a multi-million-dollar organization. They have a legal staff, more lawyers there than they have in the Congress, and there is just no way I can conceive of the Travelers Insurance Co. offering to sell the property to the State of Connecticut and not putting it into writing. I said it had never been offered to me. I thought, if it would have been, it would have been in writing and I would know about it.

Whether or not there were any discussions as the ABA report says with State officials, I do not know. You will have to ask those officials. Even if they did offer it to us, I would have to say, Look, we cannot accept any proposal without considering other proposals. And then we have to decide are we going to buy or lease.

In the case of the Travelers, as has been indicated, they did not want to lease. They did not want to be a landlord. They were interested in selling. Other people were obviously interested in leasing or selling. We had—I do not know if you were here at the time, Senator, we had tremendous local interest in what we did because of the revenue situation at the city of Hartford, and did not want to have this building come off the taxrolls because they received almost a half million dollars a year in taxes. They said, If you are going to buy, we prefer you buy property which is already not on the taxrolls so that there is no loss to the city. If you want to buy property that is presently on the tax rolls, we would prefer that you would lease it.

I think, although I learned this later, I think this was a factor in the original decision to lease.

Senator TUNNEY. In that letter that Henry Fagan wrote to you on July 17, 1973:

The Board of Trustees voted at its July 16 meeting to have a representative group of the total membership of the board meet with you as soon as possible. The purpose of this proposed meeting would be threefold: First, to explore the

possibility of purchasing the Phoenix Building for Greater Hartford Community College, with the understanding that for a time part of the space could be used by other State agencies.

Did you have that meeting?

Mr. MESKILL. I do not remember the meeting. I did not remember the letter until I saw it in the appendix.

I would point out that that body has no authority or jurisdiction to choose the site for the school. There are other agencies that are involved. While that may have been their desire, you cannot act on that without all these other factors being considered.

Senator TUNNEY. You just do not recall whether you had a meeting?

Mr. MESKILL. I do not recall the meeting. Stewart Smith of my staff, who is here may.

Senator TUNNEY. Well—

Mr. MESKILL. I just got a note that I did have a meeting. I do not remember it, but we did have a meeting.

Senator TUNNEY. You do not have any recollection?

Mr. MESKILL. I do not recall the meeting.

Senator TUNNEY. On September 7, 1973, the Westinghouse Electric Corp. apparently—it is not clear from the copy that I have, the letter from Donald McGannon—McGannon wrote you, and in that letter he said:

It is also my understanding that there has developed in the last several weeks the opportunity to purchase this property at the cost of somewhere around \$4½ million or at a cost of less than \$20 per square foot.

Does that letter refresh your memory as to the impact that it had upon you at the time that you received it?

Mr. MESKILL. I remember getting the letter.

Senator TUNNEY. You do not—

Mr. MESKILL. I do not consider that an offer as an offer from the Traveler's Insurance Co. As I say, if there had been an offer, we still would have had to go through the proposition of considering other opportunities.

Senator TUNNEY. Apparently, on September 18, 1973, you wrote to McGannon a letter in which you said, among other things:

My personal goal is that all of our community colleges be fully accredited, and I have placed a higher priority on finding new facilities for Greater Hartford Community College within the city limits of Hartford.

You did not pursue the possibility of getting that Phoenix Building?

Mr. MESKILL. It would have been improper for me to try to influence the site decision. That would have been the same kind of favoritism and intervention that we are all concerned about.

Senator TUNNEY. In general terms you were aware?

Mr. MESKILL. I was aware that it was available; yes.

Senator TUNNEY. The Travelers Insurance Co. was interested in getting rid of it?

Mr. MESKILL. They had been trying to peddle that building since the early sixties.

Senator TUNNEY. That they were trying to get the State to purchase it?

Mr. MESKILL. I cannot say I was aware of that. I think they were trying to sell it, period. I do not think they cared who they sold it to.

Once they decided not to give it to us, they were then interested in what they could get for it.

Senator TUNNEY. I know that it is very easy to go back over things with 20-20 hindsight vision. But it does seem on the face of it that there are a lot of people who were trying to make you, Governor, aware of the fact that Travelers was trying to sell that building and that they were hopeful that they could sell it to the State. What were McGannon's reasons for writing? Does the Westinghouse Electric Corp. have any connection with Travelers Insurance Co.?

Mr. MESKILL. No. Mr. McGannon was an appointee of the other party and he was very interested in our buying a particular building. And I believe he probably felt that we should just accept his judgment.

Senator TUNNEY. The Phoenix Building?

Mr. MESKILL. The Phoenix Building. He has expressed opinions on other community colleges as to which one we should buy, but you have to consider everybody who is selling before you decide on what to buy for the interest of the college and the taxpayers.

Senator TUNNEY. I suppose that, as we look in executive session, at this transcript, I just do not want there to be any shadow of a doubt as to what your testimony is as it relates to this point, so that nobody can say at this point that the letter from the attorney general on February 21, 1974—excuse me, I apologize—the letter from McGannon, the Westinghouse vice president and chairman of the commission on higher education, and your response to him, and the letter from Henry Fagan on July 17, did not, in your eyes or mind, constitute an opportunity or knowledge of an opportunity to purchase the Phoenix Building for a price in and around \$4½ million.

Mr. MESKILL. The letter may be available. I am aware of what was in the letter, that Mr. McGannon felt that it was available. The point is that at that particular time that people who were in the process of trying to select a site preferred to lease rather than rent, and evidently Travelers was not interested in leasing. They did not want to be a landlord.

As I say, even if they had been interested in leasing to the State, there still was the problem of other people who had properties that they wanted to lease to the State.

I think as I said before, the preference for leasing over purchasing at that time was a problem that it would create for the city of Hartford.

Senator TUNNEY. The importance, I suppose, of those letters as they relate to your knowledge of the opportunity to purchase the building is the fact that at a subsequent time you denied knowledge that the State could have bought the Phoenix Building, is that not correct?

Mr. MESKILL. What I denied was that the building had ever been offered to us by Travelers, and it has never been offered to us by the Travelers, to my knowledge. I still have not seen the offer. I have been asked by newsmen. They say Donald McGannon sent you a letter that you understood that you could buy it. I did not consider that to be an offer by Travelers. Even if they had offered it to us, we still would have an obligation to look at the House of Good Shepherd property, which the Roman Catholic Archdiocese of Hartford wanted us to buy, the Hartford Seminary property and two or three others. There was a

hotel downtown that was struggling and wanted to unload its property. Even though we ended up with this particular building, we had no way of knowing we would end up there once we knew we were not going to get it free.

For us to immediately say we cannot get it free but we can buy it for this amount, let us buy it, I think would have been a mistake.

Senator TUNNEY. The State ended up buying it for \$7½ million.

Mr. MESKILL. Not the same deal. There were renovations included. There was less land but there were extensive renovations.

Senator TUNNEY. Was there \$3 million worth of renovations?

Mr. MESKILL. I cannot tell you what they amounted to. I can tell you that this whole transaction was the most reviewed and reviewed and analyzed and scrutinized transaction during the whole 4 years that I was Governor, and one member of my administration made the comment, if there was only one transaction in the history of this administration where all the i's were dotted, the t's were crossed, no misspelled words, it would have been the Phoenix one because there was so much interest in it, and because there were so many factors that had to be weighed, the Hartford situation, the various rather powerful interests who were trying to persuade the State to take certain action.

Senator TUNNEY. Did anyone in your administration or close to your administration make a profit out of the Phoenix transaction?

Mr. MESKILL. I certainly hope not. I know of none. I do not believe there were any. As I say, I can only tell you, I can only speak for myself. I have no reason to suspect that anyone in my administration did anything improper.

Senator TUNNEY. Was anyone in your administration involved in the purchase of the Phoenix building from Travelers and then involved in the resale of that?

Mr. MESKILL. I do not believe so. I really know nothing about the transaction between the Travelers and the people who eventually sold the property to the State, but I have no knowledge of any connection.

Senator TUNNEY. Did anyone from your staff indicate to you that there might be a connection, considering the fact that this was a transaction where every i was dotted and every t was crossed as the most scrutinized transaction?

Mr. MESKILL. Everyone was satisfied that this transaction was all open and above-board and out on the table, and the attorney general approved of it in the end saying that he thought that it was a good deal. He was also a candidate for Governor at the time that he said that.

Senator TUNNEY. The statement that was made by Edward Shaw, special counsel to the joint subcommittee of the committees on the judiciary of the two bar associations, said:

Although the State did not publicly advertise its intention to lease space for the college until 2 days after this option was proposed, the option provided that Gampel and Schaefer's obligation to buy the property was contingent on their ability to lease the property to the State. Gampel and Schaefer were brought into the Phoenix transaction by Bernard Mussman, a New Britain broker who co-owns a building in Wethersfield, Conn., with Governor Meskill, Department of Public Works Commissioner Paul Manafort, and others.

Gampel and Schaefer negotiated a lease of the property to the State that was so excessive that the State attorney general objected, resulting in the cancella-

tion of the lease. Gampel and Schaefer then sold the renovated building to the State for \$7.3 million.

Although many contemporaneous State documents confirm the 'Travelers' offer to sell to the State, a number of State officials, including Governor Meskill and DPW Commissioner Manafort, have denied that the State has ever had the opportunity to buy the Phoenix property from the Travelers for \$4½ million or any other amount.

MR. MESKILL. I just have to say the statement is not true. It is pretty lengthy and convoluted. There is no such documentation.

SENATOR TUNNEY. You feel there is no——

MR. MESKILL. I do not feel that that letter, a vote of a committee that has nothing to do with Travelers, can be constituted as a letter from Travelers.

SENATOR TUNNEY. What about the other facts, that Gampel and Schaefer were brought into the Phoenix transaction by Bernard Mussman, a broker? Is that true?

MR. MESKILL. I know nothing about how that transaction came about. As I explained before, my interest in the building which Mr. Mussman had, had nothing to do with my getting involved in.

SENATOR TUNNEY. Is it true that although the State did not publicly advertise its intention to lease space until 2 days after this option was proposed, that their ability to buy the property was contingent on the ability to lease from the State? Is that true?

MR. MESKILL. I do not know that that is true.

SENATOR TUNNEY. When you say that this was the most scrutinized transaction in the State history, you are not referring to your own scrutiny? You are referring to some other kinds of scrutiny, I suppose?

MR. MESKILL. I am referring to the scrutiny by the various State agencies. There was so much input here because No. 1, there was a long felt need, the fact that the accreditation was being threatened, the fact that it was in the capital city and a large number of people were involved, the fact that there were so many different groups, not just owners of property, but people for religious reasons and others that wanted a certain building to be used for that purpose because they wanted to sell it, because they could not use it or could not afford to maintain it. The interplay between should we buy or should we lease, and the feeling of the city of Hartford that they would be hurt if we purchased a building, put it in the State's name, took it off the tax rolls at a time when they were already having trouble meeting their budget without raising taxes, the fact that if we were going to buy, they would prefer that we buy something not already on the tax rolls; the recommendation that we lease.

There is no question about it. As far as the State is concerned, in the long run the State is better off if they purchase, it is cheaper. When the attorney general raised the question, the whole situation was changed and we ended up buying instead of leasing. The reason—one of the factors that has been mentioned before was because we did have some problems with the loss of accreditation if we did not find them a new home within a certain period of time. This is something that dragged on for a long period of time.

There were neighborhood pressures: do not sell them this building. We do not want all those young people in this area with all the traffic and congestion. It was probably an issue that had interest from just

about everybody in the city, regardless of whether they had youngsters of college age.

Senator TUNNEY. I think that I can conclude with just a few last questions.

Do you know Mussman?

Mr. MESKILL. I know him, yes.

Senator TUNNEY. Do you own property with him?

Mr. MESKILL. I own, along with five other people, a one-sixth interest in a small, I should say unproductive commercial building in Wethersfield, Conn.

Senator TUNNEY. Do you know Gampel and Schaefer?

Mr. MESKILL. I met Schaefer once a couple of years ago. I met Mr. Gampel 3 weeks ago at a reception for the radio station in Hartford when they had their 50th anniversary.

Senator TUNNEY. Did you ever discuss the Phoenix building with Mussman?

Mr. MESKILL. No. I never discussed any building with Mussman.

Senator TUNNEY. Did you ever discuss the Phoenix building with Schaefer?

Mr. MESKILL. No.

Senator TUNNEY. Did you ever discuss the Phoenix building with Gampel?

Mr. MESKILL. No.

Senator TUNNEY. You never had any knowledge—did you have any knowledge that Mussman had brought Gampel and Schaefer into this transaction?

Mr. MESKILL. I was told that he was the agent or broker by a newspaperman.

Senator TUNNEY. After the transaction or before the transaction?

Mr. MESKILL. After which transaction?

Senator TUNNEY. After the transaction in which Gampel and Schaefer sold the renovated building to the city for \$7.3 million.

Mr. MESKILL. I do not remember. It was after they acquired the property from the Travelers.

Senator TUNNEY. After they had gotten the option to purchase, or after they had purchased it?

Mr. MESKILL. That I do not know because I do not know when they got the option and when they purchased it. I could tie it down by date. It was a couple of days before the article which has already been referred to. I can almost give you the date. It would have been about April 18 when the newspaperman said to me, did you know Bernard Mussman.

In fact, he claimed that Mussman was the agent on the sale or the lease to the State. And I said, this is the first time I ever heard of it. I went back and talked to Commissioner Manafort. He said that the State had not dealt with Mussman, and subsequently it developed that Mussman was the broker between Gampel and Schaefer and Travelers.

Senator TUNNEY. The property that was sold to the State then was not involved?

Mr. MESKILL. No, not to my knowledge. I know of no involvement with the State.

Senator TUNNEY. Would that have—

Mr. MESKILL. If I maybe could complete this, I was told by Mr. Manafort that neither he nor anybody in his department had any dealings with Mussman on the Phoenix Building.

Senator TUNNEY. If you had knowledge prior to the time that the building was renovated and sold to the State for \$7.5 million that Mussman had been involved in the transaction with Travelers and Gampel and Schaefer, would that have in any way influenced any decisions that you might have made?

Mr. MESKILL. That in and of itself would not have been determinative of anything.

Senator TUNNEY. As just a fact, it may not have any bearing whatsoever upon anything, but taken in context the fact that you recall getting a letter from Mr. McGannon that the building could perhaps be bought for \$4.5 million—

Mr. MESKILL. Perhaps I could answer the question before you have asked it.

Senator TUNNEY [continuing]. That now was going to be sold to the State for \$7.5 million, maybe somehow you were going to be embarrassed by having someone who was connected with you in a private real estate deal, having been the broker between Travelers and Schaefer and Gampel, and as a result of all these various transactions the State was going to acquire the same building for \$3 million more?

Mr. MESKILL. Of course, we have talked before about the renovations and the time delay and everything else, but to be specific I never expressed a preference to the Phoenix Building aside from when I knew we could get it free or felt that we could get it free. Then it was my first choice. Once it was going to have to be purchased or leased or anything else, I never expressed a preference for the Phoenix Building to any State agency, and I did not try in any way to influence the decision and which properties to acquire.

I did express a preference for purchase over lease once there was the furor over what the lease would cost us over the long run. I had nothing to do with the decision that we are going to end up buying the Phoenix, except when all of the input was in and the recommendation was that the Phoenix is still, after all is said and done, the best situation dollar-wise facility-wise transportation and in every way possible, this is the best proposal. I said, fine, OK, let us support it.

So that your question about Mussman is really kind of irrelevant because I had no input into that decision.

Senator TUNNEY. Why was it that the Travelers Company could not give this building free to the State?

Mr. MESKILL. I can only speculate. The inquiry by Mr. Smith to me was that at the time we were looking for a site, we may be given a building. I said, what building. He said, it's very confidential. The Travelers is considering giving the building to the State, but they are trying to determine before they recommend to their board of directors—they are trying to determine what kind of value would be allowed by the Internal Revenue, and could I be helpful. And I made a call and I said—they said, we did not do anything like that sort of thing. I said, we have—this is a very strange problem. We have a problem of accreditation. We have an area where we need a facility.

We have a chance to get a building which is relatively new. I am not sure—it was less than 20 years old, beautiful condition.

I said, this is a tremendous situation. If the IRS can see any reason to bend so that the company can recommend it as a business exclusion, it could bring about this gift. I never heard back from anybody. In fact I think what I said was, get in touch with them. I did not want to get involved in numbers.

The next thing I knew was that the gift was off. I assumed that if the Travelers could have gotten a figure of \$10 million in their tax bracket, why it would have made a lot of sense perhaps. Not knowing what value was to be put on the building, they did not feel that they could recommend it. I am just speculating.

Senator TUNNEY. Thank you very much.

Senator KENNEDY. If you had clearly understood that the letter of May 23rd was dealing with leasing irregularities, what would you have done?

Mr. MESKILL. I would have checked on what he was referring to.

Senator KENNEDY. In what respect?

Mr. MESKILL. If he said to me, for example, the Waterford garage lease is excessive, I would have checked with Commissioner Kozlowski to check what his opinion was. If he had said, I found advance information——

Senator KENNEDY. But if Kozlowski had said OK——

Mr. MESKILL. I would have relied on that.

Senator KENNEDY. You would not have had any other responsibility to pursue it?

Mr. MESKILL. I want to be fair to Senator Gunther, but in all the dealings I have had with him, there has been a constant stream of complaints, and in all honesty I cannot remember a single complaint that turned out to be valid.

Senator KENNEDY. What sort of complaints?

Mr. MESKILL. I can think of two or three offhand—he wanted me not to reappoint a juvenile court judge, a lady, who happened to be the wife of a prominent Democrat in the State who was the president or chairman of the State Labor Council, and he said, you should not appoint her because her husband is a big Democrat. You ought to get rid of her. The input I had was that she was a fine judge, and I said I am not going to knock somebody off the bench just because her husband happens to be from the other party.

Senator KENNEDY. Did he allege impropriety?

Mr. MESKILL. No, it was just a general get rid of her.

He wanted me to fire the health commissioner. George Gunther is a naturopath. The health director is a physician and had been a physician a long time. I chose to replace——

Senator KENNEDY. On what basis?

Mr. MESKILL. Just derogatory remarks he made, get rid of him. He is not doing his job. He was never very specific. Every time I saw him, he was complaining about one thing or another, and he frequently complained about Chairman Gaffney, about the way he treated him.

Senator KENNEDY. When were these complaints, prior to the meeting you had in May?

Mr. MESKILL. Yes; prior to that time. I used to see him on a couple of times a week basis when he was a liaison man for the senate, and

perhaps I should say because it was mentioned in his testimony, the reason that he was replaced—and not by me—but he was replaced by the senate leadership was not because the senate would not dance to my song or do what I wanted, but was because the information that was transmitted to him about how I felt about certain pieces of legislation never got back to the senate. He would come to the meetings; we would discuss the legislation. He would sound out my views. The house representative would go back and discuss possible amendments and my views on things with the Republicans. He evidently went back and never told anyone anything. This was learned later on, and we could not understand why it was that the message never got through. For that reason, he was replaced. He was not a person whose complaints were considered that reliable, to be charitable.

Senator KENNEDY. Did you consider him to be just a professional complainer or a crank?

Mr. MESKILL. I would say a chronic complainer. I think he is well-motivated. I think he works very hard. He is not a bad person. As I say, yesterday I do not think he came and intentionally tried to mislead the committee. I think he has convinced himself that he warned me; under cross-examination, if you read the cross-examination before the leasing committee when he was asked, Did you specifically mention the Downes lease, he said something like, well, I must have, that was the only lease that was pending. I do not know whether it was the only lease that was pending at that time. I have no way of knowing, and I do not think he would.

Senator KENNEDY. Do you now know whether it was?

Mr. MESKILL. I do not know. I would suspect that it probably was not because there had been many, many leases for all kinds of properties in the State. They go on all the time. I find it hard to believe that we could capsule one period of time and say this was the only lease that was pending.

Senator KENNEDY. He indicated that he had a conversation with you in 1970 about the leasing problems in the State. Do you remember that conversation?

Mr. MESKILL. I do not recall that.

Senator KENNEDY. In New Britain?

Mr. MESKILL. He did mention that. He said in my office in New Britain before I was inaugurated.

Senator KENNEDY. Do you ever remember talking to him?

Mr. MESKILL. I saw him a lot during the campaign and after the campaign we were meeting to try to put an administration together and staffing and all. We may have met, and we may have discussed it. I do not recall it. If we did, it was very general.

Senator KENNEDY. I suppose that you would remember if you talked about leasing?

Mr. MESKILL. I certainly should unless he was just covering the waterfront and talking about a lot of things. I do not specifically remember that. I would not specifically say that he did not mention leasing at that time. I do not remember having any conversation.

The one I do remember was the strange one on the 23d.

Senator KENNEDY. Now, during the time when you were Governor, did you have allegations or charges about various workings of your

departments that alleged any kind of irregularities or improprieties in which you as Governor pursued?

Mr. MESKILL. Yes.

Senator KENNEDY. Could you tell us about it? Outside of the toll-takers.

Mr. MESKILL. There was an allegation made that within the city of Hartford some Republicans were illegally registering voters during a voter registration drive.

Senator KENNEDY. I would not think that they would do anything like that.

Mr. MESKILL. I felt that same way, Senator. I decided to investigate anyway. The allegation was that they were reported. It was sort of the man who brought in the most votes got either a State job or he got a State promotion. This obviously would be a violation of the merit system, and I inquired of my departments. The best information that I had was that this had not taken place.

I turned it over to the State's attorney, and I said, look, come in and investigate, and I ordered my commissions to turn over all the records, and I said, if anything is wrong, heads will roll. The investigation was carried on by the State's attorney with the county detectives and the State police who were made available to him, and they came up with several irregularities, and the State's attorney general testified on the 24th of January when we were here last that we had complete cooperation, that he had found some irregularities, most of them technical, and that he filed this report.

No one was prosecuted. There were some arrests made. I am not sure whether it was after he had completed his investigation or prior to it. These were people who were not under the merit system. There was one individual who evidently was in charge of hiring janitors or something, and there was some questions of whether or not in fact he had made promises.

I think the charge that stuck was as far as criminal prosecution was some of the people registering voters had filed false affidavits that people had not signed the form, had not signed these cards that they affirmed they had.

Senator KENNEDY. How did the investigation come about? Was this something that was brought to your attention, or did you read about it in the newspapers?

Mr. MESKILL. It was brought to my attention. Somebody made a claim.

Senator KENNEDY. To you?

Mr. MESKILL. A public claim.

Senator KENNEDY. Did you ever, during the time that you were Governor, investigate any irregularities that were not in response to a newspaper initially?

Mr. MESKILL. I had a letter very early in my administration—I think it was anonymous, it may have been signed—spelling out a pattern of tolltakers at a certain toll both pocketing money and taking it to the bank and so on. This we turned over to the State police. They examined the records, and there were some arrests made, one or two convictions.

Senator KENNEDY. Outside of tolltakers and the registration allegations, was there anything else?

Mr. MESKILL. The leasing one I mentioned, the leasing in Bridgeport where we found out about the forgeries. We kind of happened on it because the lessor complained about not having been paid her rent. When we tried to find out why she had not been paid, we found there was no order to pay her. We tried to find why there was no order, and we found out that nobody knew anything about it. In fact she finally brought in a copy of her lease, and we learned that at least one signature was forged on the lease, and turned that over to the State's attorney, and they investigated.

Senator KENNEDY. Had you developed while you were Governor any kind of rules or procedures as Governor which would try and provide perhaps a greater degree of competition for bidding for State contracts to develop any kind of program to assure greater integrity in terms of State purchases or anything like that?

Mr. MESKILL. Yes. Do you want it limited to purchasing, or leasing?

Senator KENNEDY. Whichever.

Mr. MESKILL. In the case of leasing, there were two, actually three, changes that took place. I think the most important two were the legislative, and I signed the legislation—one requiring the advertisement of intention to enter into—the fact that the State was looking for a lease. In the past there was no requirement that it be made public. And I think—

Senator KENNEDY. When was that done?

Mr. MESKILL. 1973, the 1973 session of the general assembly. I think there was a bill passed the same year which required that any persons desiring to lease to the State had to disclose any undisclosed principals, anybody who had financial interest in the property to be leased.

Senator KENNEDY. Were those your bills, or were they just introduced?

Mr. MESKILL. Legislative bills which I signed.

Senator KENNEDY. They were not at your initiative? They were introduced by legislators?

Mr. MESKILL. Legislators during the time when my party controlled the general assembly.

Senator KENNEDY. Could you point to anything at the time you were Governor to any action you took as administrator in an attempt to provide a greater change?

Mr. MESKILL. There was a change in the public works department. A letter of commitment procedure was either abandoned or changed between the time of the Downes lease and the time of the Phoenix transaction. I would point out there has been testimony that I had really little to do with the legislation. All I did was sign it.

I have been criticized for having vetoed 177 bills the first 2 or 3 years I was Governor. It set a record, but only a handful I think—less than 10 and probably less than 6—of those vetoes were overridden, so I point out that my signature on the bill was not a meaningless gesture. Had I chosen to veto it, the chances of it being sustained would be pretty good.

But I believed they were good changes. I am hopeful out of all of this investigation further changes will take place. The system does need improvement.

Senator KENNEDY. Did you ever take any action to look into or clean up alleged irregularities in the leasing?

Mr. MESKILL. I recommended a commission to look at leasing practices and make recommendations which was not—which recommendation was not acted on by the general assembly. I think that was in 1972. I am not sure of the exact date. It was mentioned at the first hearing. I may have submitted a news clipping which would give us a date.

Senator KENNEDY. Why did you do that? Why did you make that recommendation?

Mr. MESKILL. I did because the American Bar Association at that time made a statement that all these terrible things were going on, and I did not do a thing about it, therefore by my silence I condoned it, and I attempted to prove that the things that I was aware of I did something about, and that I had taken other steps to improve the general way of handling leases.

Senator KENNEDY. You seem to have pretty good luck with the legislation supporting your vetoes. What happened here?

Mr. MESKILL. It was never passed. The Democrats were in control at the time. It was easier to veto something and get support for an override than it was to move the majority who were not of my party. I cannot say what their motivation was. I am just saying no action was taken. I do not remember what was said at the hearing or why they took no action.

Senator KENNEDY. At least you were sensitive enough to the allegations or charges about the leasing program in the State to recommend that a commission be developed, is that right?

Mr. MESKILL. Yes.

Senator KENNEDY. When that was either defeated, or whatever happened to it, sidetracked, you did not feel any additional responsibility to do anything further?

Mr. MESKILL. I am sorry, Senator. I missed the beginning of your question.

Senator KENNEDY. Having been sensitive enough to these allegations and charges made by the American Bar Association that you developed a recommendation to the Connecticut Legislature to appoint a commissioner to develop legislation—to appoint a commission, and after you knew that that was sidetracked, you did not feel any further obligation to initiate any administrative remedies to deal with these allegations that had been made by the bar association to do anything further?

Mr. MESKILL. The bar association complaints were made at hearings here, not earlier. These allegations were not made while I was Governor.

Senator KENNEDY. What was the basis for the reasons that you tried to appoint or recommend a commission on leasing?

Mr. MESKILL. I just felt that the whole area needed looking into.

Senator KENNEDY. Once you found that it was sidetracked and you felt that it was an area that it was necessary to look into, what else did you do?

Mr. MESKILL. I addressed myself to the problems as they came up really.

Excuse me, Senator.

I am advised, Senator, that the legislature took an alternate course instead of accepting my recommendation. They appointed a legislative committee to analyze leasing. This was the committee that has

been referred to earlier. The puzzle is coming together. The committee on which Senator Gunther served—so I did an injustice to the legislature, for which I apologize. They did not accept my recommendations, but they did take ultimate action.

Senator KENNEDY. Thank you.

Senator HRUSKA. The committee to which you refer convened in September 1972, did it not, and proceeded with this work?

Mr. MESKILL. I believe that is correct. I believe the recommendations of that committee resulted in the legislation to which I have referred, the bill provided for publication of notice of intention to enter into leases and a requirement for making known undisclosed principals. I think those were the recommendations of this committee.

Senator HRUSKA. Very well.

The subcommittee will stand in recess until 2 o'clock.

[Whereupon, at 12:40 p.m., the committee was recessed, to reconvene at 2 p.m. the same day.]

AFTERNOON SESSION

TESTIMONY OF THOMAS J. MESKILL—Resumed

Senator BURDICK [presiding]. The subcommittee will come to order. Senator Hruska?

Senator HRUSKA. Thank you, Mr. Chairman.

Governor, we have here a situation where there has been a lot of talk, and many conclusions formed, with reference to the great profitability of the Downes lease, and it has been referred to variously as being a very excessive lease, an unreasonable lease. Some people even designated it as a ripoff, and I was wondering if we could not get into that subject a little bit, so that we will not feel, as we did in the case of the Travelers Building, of having a building at \$4½ million and then having it purchased at \$7½ million, and by great mathematical effort we come to \$3 million, that someone profited by, when it is not actually there for division.

I read first from Senator Gunther's letter of June 1, 1972. He describes the Frank Downes negotiation, which by that time had ripened into a legal obligation, according to your conclusion, and he says, in the third paragraph of the letter:

The State requirements are for a 12,000 sq. ft. garage, with 1,000 sq. ft. salt storage bin, to be built on an 8-acre parcel of land. The ultimate lease will pay this lessor \$64,500 per year, for 15 years, at which time the State will have the option to buy the building for \$408,000, or continue to lease at \$42,000 per year.

If my mathematics are correct, the State of Connecticut could end up paying \$957,500 for this lease over the next 15 years and at that time elect to purchase the building for \$408,000 or continue to lease at \$42,000 a year. This is a potential outlay of \$1,375,000 of taxpayers' money. I feel this is abusive and intolerable and because the precedent has been established by the previous administration, doesn't make it right for the present administration to continue it.

Now, turning to the hearings, the transcript of the Connecticut hearings held in September 1973—was it 1973?

Mr. MESKILL. I think it is 1972, Senator.

Senator HRUSKA. The first four typewritten pages say 1972, the fifth and sixth pages say 1973. But it was September 1972. Apparently in Connecticut there are typographical errors, and this is one of them.

Now turning to those hearings, and I am reading at this time from page 6. Senator Lieberman is talking to Commissioner Kozlowski, and this was after they had laid the foundation of how the original offer came along for the rental that had been referred to Kozlowski's department. Kozlowski said it was too high initially and that the offer was sent back for renegotiation. The offer came back as renegotiated and eventually was the basis for the letter of commitment of May 19, which was signed by the lessor and lessee, and the following year written into a formal lease after the construction of the building.

Here is what Senator Lieberman says:

My, I guess I've got a piece of paper here, that previous investigation showed that the estimated cost of the building by the Downes Construction was about \$240,000 and adding in the fees brought the cost up to \$276,000. I guess there was about another \$214,000 associated with the land costs. So that there was a total, on this piece of paper that I've got anyway, there is a total of \$490,000 some odd dollars and a potential return of—I'm speaking as a layman, a potential return, over a 15 year period, of \$1.4 million. Is that—in other words, what I'm saying is, that it sounds generous to the Downes Construction Company. Am I wrong?

[The material referred to is printed above at page 406.]

Would you like to take it from there and tell us what you think or know about this?

Mr. MESKILL. Senator, I had access to the transcripts as well, and this was testimony of Commissioner Kozlowski, I assume under oath.

Senator HRUSKA. I read from page 6 of the transcripts. Is that what you are reading from?

Mr. MESKILL. Yes. I point out that this was the same man that my staff contacted to determine—this is on June 1, or thereabouts—whether or not this was a reasonable lease, or whether or not the complaint of Senator Gunther was accurate about excessive charges. He informed us then that it was a good lease, a fair lease; and then in September, September 7, at the hearing, I assume under oath, he answered Senator Lieberman as follows. He says,

I think you are wrong.

The next is inaudible, then it says:

When this proposal was presented, when in the first place we asked why not build on state property, why doesn't the state build it by capital projects, fortunately at the time, we had a capital project going in Farmington on the state highway garage and what we attempted to do was figure out the cost of both and figure out the time element and figure out which would be more advantageous at this time.

The next was inaudible. Then it says:

Generally speaking, we felt it would be more advantageous to lease. We had already been requested to lease the facility but we just double checked it because we wanted to make sure that this proposal was in the best interest of the state.

Now, this is a man that I have relied on, and hopefully the committee can understand why I relied on him; because I think he exercises good judgment. He goes on and says:

We also compared this proposal to other highway garages which had been leased over the years and the price is very reasonable. For example, Thomaston, now the annual rental there, I believe, is something like \$74,000 a year. Here it is \$64,000 a year so in 15 years there is a savings.

It should be \$150,000; the decimal point is in the wrong place

* * * approximately. So we did examine it carefully from that standpoint, whether we should build on state property or would it be to lease or to purchase.

And so, his testimony here is consistent with the position that he took when we checked after receiving the complaint from Senator Gunther on or about June 1.

Senator HRUSKA. There was a further question in those same hearings. Senator Lieberman went on to say, and this is at page 5, he said, up above, about the middle of the page,

What is the final purchase price? And Mr. Roscoe says:

The lessee has further option, upon termination of the initial lease terms, may purchase the premises for a lump sum of \$407,770.

Senator Lieberman then asked this question:

So, we are talking about a total state outlay for this project of about \$1.4 million over the 15 years, until the point when we can purchase it * * * or about \$970,000 if we do not exercise the option. And, I guess I am trying to relate that to what the cost construction would have been to the state or in fact, was for the construction company. Are those figures available?

Comment if you wish.

Mr. MESKILL. Commissioner Kozlowski apparently had those figures, according to the transcript, and this is his testimony, and nothing I had personal knowledge of. He said:

Yes, I believe you have a copy of this—of a comparison of the lease versus the capital project. At least it was xeroxed by one of your staff or personnel. And our calculations came this way. In comparison of a lease versus capital projects. Total lease purchase at the end of 15 years, which would include the rental plus the option to buy, of \$1,375,277, less the land cost of \$91,000, making it \$1,284,277. If we were to enter into a capital project, we would—it would cost about \$1,274,511. That takes into consideration the cost of building, plus the bond interest of 5 percent plus the maintenance, plus the depreciation and it would have been about \$10,000 less expensive. But would have been a building that we would have owned, we would have had at the end of that period of time.

Then there is inaudible.

But it would have been two years and four months. It was the time frame that was the final determining factor.

Senator HRUSKA. In other words, he testified under the one plan, comparing the lease basis to the capital project basis, in the one plan the cost would have been over that period of time \$1,375,000 and under the other plan \$1,284,000. Is that what it is?

Mr. MESKILL. That is the way I read it, Senator.

Senator HRUSKA. If we were to enter into a capital project, it would cost about \$1,274,000, and that takes into consideration, so there is a difference of about \$10 million there.

Mr. MESKILL. \$10,000.

Senator HRUSKA. \$10,000 over that period of time. What is this reference to 2 years and 4 months? What is that about?

Mr. MESKILL. I think he explains it in some other testimony on page 5. This would be testimony prior to the testimony that we have just been talking about. Commissioner Kozlowski said, "Well, Commissioner Wood"—Commissioner Wood was the transportation commissioner and the head of the agency that ultimately uses the facility—

Well, Commissioner Wood indicated the urgency that it should be done right away and I have made a chart—if we went through the legislature, it would re-

quire a total of 2 years and 4 months for the completion of the building through state procedures and it would require only eight months on a letter of commitment through private capital.

I think this refers to the whole legislative process of getting authorization for bonding and then getting noncommission approval, and this whole business is quite time-consuming.

Senator HRUSKA. In Washington, we call it redtape. What do you call it in Connecticut?

Mr. MESKILL. The same thing, sir.

Senator HRUSKA. In other words, there seemed to be a time requirement here. That time requirement is not even a part of the calculation in dollars that I read a little bit ago. The difference in that time element is the difference between 2 years and 4 months as opposed to 8 months. Is that the size of it?

Mr. MESKILL. That is right, Senator.

Senator HRUSKA. Considering that calculation there because we have to consider the cost of bonds, we have to consider interest, we have to consider if it is not interest return on capital. Considering the factors there would be a period, a shorter period of usage in that period of time by 2 years and 4 months, is that not true?

Mr. MESKILL. I would say there would have been a savings of 16 months—I am sorry, 20 months.

Senator HRUSKA. Twenty months, would it not be? Twenty months?

Mr. MESKILL. I left off the 4 months—20 months.

Senator HRUSKA. I come back to the language that I started off with, where is the ripoff in this whole thing?

Mr. MESKILL. Senator, I do not believe that there was a ripoff. That is the reason I did not do anything to terminate the lease.

Senator HRUSKA. These were calculations that were obvious, and they were made of record in September 1973. That is not too long ago.

Mr. MESKILL. 1972.

Senator HRUSKA. 1972. That is not too long ago, and that is right in the year that the letter of commitment was signed. All of the pertinent information is here, and we find the assertion that the rent is excessive is done so without any calculation, just a bald assertion. If some want to dispute these figures, let them come forward and do so. The figures are here, and they were calculated, and they were part of the finding of the committee of the legislature itself.

Mr. Chairman, we have gone over these items again and again. I hope that the testimony just given by the Governor, and a review of this record will help to clarify some of these assertions, so that we can be talking about precise items, and not in terms of generalities.

I have no further questions of the Governor.

Senator BURDICK. I have just two, and the Governor can go back to what he wants to do.

Mr. Shaw testified yesterday as follows:

Finally on the Tomasso leases we have been told by former Connecticut Attorney General Killian that he wrote to Governor Meskill complaining about these leases in early 1974, before they were signed. The present Attorney General has declined to provide us with copies because he believes they may be the subject of privilege. We urge that this Committee ask Governor Meskill to waive any relevant privileges so that the Committee may have that correspondence to consider in evaluating Governor Meskill's inaction on the Tomasso leases.

Do you waive that privilege now?

Mr. MESKILL. I am sorry, Senator, I was distracted. Waiving the privilege on what?

Senator BURDICK. I will read it again:

The present Attorney General has declined to provide us with copies because he believes they may be subject to privilege. We urge that the committee ask Governor Meskill to waive any relevant privileges so that the committee may have that correspondence to consider in evaluating Governor Meskill's inaction on the Tomasso leases.

I am asking if you will waive that privilege now?

Mr. MESKILL. Senator, my counsel has advised me about what else I would say anyway. I am happy to waive that privilege as far as this committee is concerned, but not as far as the ABA is concerned.

Senator BURDICK. That is fine.

Mr. MESKILL. I am more than happy to provide it to this committee.

Senator BURDICK. It is this committee that wants it.

Senator HRUSKA. I am sure the ABA will hear about it, do you not think so?

Senator BURDICK. When you read the September 7, 1972, hearing record, I think it was referred to in the examination by Senator Hruska, did you also read on page 26 the following testimony given by John Downes—young John Downes, there are two John Downes—
young John Downes that his father had in fact spoken to Gaffney about helping to get the lease?

Mr. MESKILL. I did not read it there, but I have heard it before.

Senator BURDICK. Do you know anything about it?

Mr. MESKILL. No, I cannot confirm or deny it.

Senator BURDICK. You know this information appeared in the hearing?

Mr. MESKILL. I do not dispute it. I cannot from my own knowledge confirm or deny it.

Senator BURDICK. One more question, then we can conclude this.

This is the report of the legislature, "Regardless of the text of the May 23 meeting"—and I will read it all:

Regardless of the text of the May 23rd meeting, it is clear that upon receipt of Senator Gunther's June 1, 1972 letter, Governor Meskill was made aware of the terms and the lessor involved in the Waterford Highway Garage lease. However, Governor Meskill indicated that since a letter of commitment was signed and countersigned by May 19, 1972, he felt that he was not in a legal position to stop this lease after this date since he considered such a document to be binding on the parties involved. It is also clear that after the September 7, 1972 Public Hearing conducted by the State and Urban Development Committee, which received substantial media coverage, the Governor knew or should have known, that the Downes Construction Company had obtained a lease based on early information which in violation of the established leasing procedures.

Do you have any comment about that? This has nothing to do with exorbitant lease rates.

Mr. MESKILL. Senator, I guess I am charged of knowledge of anything that was in the public record after that time. I would reiterate also in the public record was the documentation concerning the dollar impact on the State of Connecticut, and while I certainly do not condone and would not support advance information or knowledge which prefers one lessor over another, for me to recommend that an action be brought to void or avoid a document which is legal and which ac-

ording to the people I rely on is a good business deal for the State. I think I would need more than that knowledge to justify that action.

Senator BURDICK. This has no reference to exorbitant rents or anything of the kind. This has to do with a violation of the leasing procedures. Do you have anything to say about that?

Mr. MESKILL. Just that I do not condone it.

Senator BURDICK. Of course, you do not admit that it happened?

Mr. MESKILL. I do not deny.

Senator BURDICK. I want to give you a chance to respond to this, that is all.

Mr. MESKILL. If the departure from usual procedures resulted in exorbitant rents being charged, I think the State had a perfectly good case to go in to have that lease or contract voided or have it—or to have it renegotiated by the court or something else, but I think that the practices—which I do not condone, and I hope that will never happen again; I hope the legislature can pass laws which will prevent it—but if the practices in this particular case did not result in exorbitant rents as appears to be the case from the documentation—or at least that appeared to be until the 7th of January of 1975, when the latest Leasing Committee filed a contrary report with a contrary conclusion.

Senator BURDICK. It is your answer that you know of no illegal leasing procedures that were followed?

Mr. MESKILL. You say illegal?

Senator BURDICK. Yes.

Mr. MESKILL. I would have to say I know of none illegal.

Senator BURDICK. Following established procedures, you are not aware of anything that happened in violation of established procedures that these leases were granted or approved?

Mr. MESKILL. I am not personally aware. I am aware of the report.

Senator BURDICK. There were established procedures, established back in Governor Dempsey's time?

Mr. MESKILL. Right.

Senator BURDICK. The question is as far as you know, to your knowledge, were those procedures followed in every respect?

Mr. MESKILL. That I do not know, Senator. When you asked me that question earlier about what were these procedures, I do not know the details of all the procedures that were to be followed.

Senator BURDICK. The Connecticut Committee here says they were not followed. I want to give you a chance to reply.

Mr. MESKILL. Not knowing what they were, I cannot dispute that.

Senator BURDICK. That is all.

Senator HRUSKA. That is all. Thank you.

Senator BURDICK. Is the District Attorney here?

Senator WEICKER. Mr. Chairman, before the committee questions the U.S. attorney for the State of Connecticut, I want to state two facts for the record.

No. 1, Mr. Dorsey was recommended by me for the position of U.S. attorney for the State of Connecticut. I want that to be stated by me, and that is a matter of the record.

Point No. 2, that since the Sunday—I cannot pinpoint it, several weeks ago—when news reports in Connecticut carried that fact that the leasing report might be forwarded to the U.S. attorney, since that

Sunday I have had no communication whatsoever with the U.S. attorney, with the idea in mind that there would be those who would like to say that some impropriety had occurred, and therefore with the exception of seeing him out in the hall today at the time we were in recess, saying hello and goodbye, and those are the exact words, there has been no communication between myself and the U.S. attorney.

I want those two facts to appear in the record.

Senator BURDICK. I have no question of you.

Senator HRUSKA. Would you swear him?

Senator BURDICK. Would you stand and be sworn?

Do you swear the testimony that you are about to give in this matter is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DORSEY. I do.

TESTIMONY OF PETER DORSEY, U.S. ATTORNEY FOR THE STATE OF CONNECTICUT

Senator HRUSKA. Mr. Chairman, yesterday it was suggested by one of the witnesses that some of the material concerning the subject matter of which this subcommittee has been working yesterday and today had been turned over to the U.S. attorney for the District of Connecticut. There did not seem to be any formality or any proceedings of anything of that kind. Having been informed by Senator Weicker that you were in town, Mr. Witness, it was thought well to call you in here and ask you what knowledge you do have about any investigation by your office or the results thereof and whether and what information you were supplied, and what you worked from. Could you give us an account thereof? I assume you know what we are talking about.

Mr. DORSEY. Yes, sir.

Senator HRUSKA. It is the leasing and construction practices of the administration of the governorship, more particularly by Governor Meskill—when Governor Meskill was in office.

Mr. DORSEY. Actually, Senator, it went back a considerable period of time before Governor Meskill's first term or only term began. Our information—I say that advisedly—largely prior to very recent days, was very informal. My office, both through my own endeavors and those of the assistants does keep aware of things that take place in the State of Connecticut that might in some way involve Federal jurisdiction. While it might be a concurrent jurisdiction, there is the potential jurisdiction insofar as matters that might relate to the performance of duties in a faithful fashion without criminal involvement by Government officials on a local and State basis.

We were aware of the investigation that was being done by the leasing committee of the legislature. We were never consulted. We were never the recipient of a complaint or a request for assistance. Indeed contrary to the report of the subcommittee, the basic report which I believe is dated in January of 1975, the precise date I am not aware of, I do not remember at the moment—makes reference to a copy of that report having been forwarded or going to be forwarded to my office, it was not.

The first information that we had of any event, it might be called of a quasi-official nature, as far as any communication is concerned to my

office was an apparent statement made in a press release or a press interview by the chief counsel of that committee in which he sort of invited or suggested that the matter might be reviewed or in some way come to involve my office.

I could not reach the chief counsel at the time that that was publicized. I therefore have requested a copy of the complete report of the subcommittee. I did not receive that report until actually Monday of this week, notwithstanding an apparent press release on Tuesday of a week ago that a copy of this had provided or was going to be provided to me.

I have read the report in its entirety. I have sent letters to the chairmen, the cochairmen of that subcommittee, inquiring of them if they have any knowledge of any facts that might in any way involve the violation of Federal criminal statutes. I have also by reason of his publicized personal interest in the matter inquired specifically by correspondence of Senator Gunther in the same regard. I have not had a reply to my knowledge, at least as of the time that I was last in my office, to either one of those letters to either the committee or Senator Gunther. However, they probably only got those letters the middle or latter part of last week.

Except for those endeavors, there has been no formal or informal investigation of this matter by my office.

Senator HRUSKA. That consisted of a consideration of the Joint Committee on Appropriations committee report?

Mr. DORSEY. Yes, sir.

Senator HRUSKA. Who in your office perused that report and considered it?

Mr. DORSEY. I did.

Senator HRUSKA. Your conclusion is you say that there is no basis for involving a Federal jurisdiction of a criminal nature?

Mr. DORSEY. Insofar as it pertains to Governor Meskill—insofar as I am concerned at this moment—insofar as it pertains to Governor Meskill, there is no indication in the report to my knowledge of any involvement on his part that would come within the jurisdiction of my office.

Senator HRUSKA. How long have you been district attorney?

Mr. DORSEY. I have been U.S. attorney since August 1974.

Senator HRUSKA. Senator Weicker spoke of his interest in having appointed you. I guess we are going to have to bear joint responsibility because we recommended your confirmation by the Senate and you were confirmed.

Mr. DORSEY. I guess that is true, sir.

Senator HRUSKA. I have no further questions, Mr. Chairman.

Senator BURDICK. If there were allegations of wrongdoing by the Governor involving State leasing practices, that would be State jurisdiction anyway, would it not?

Mr. DORSEY. It could be State jurisdiction, it could be Federal jurisdiction.

Senator BURDICK. In what way could it be Federal? I cannot figure that one out.

Mr. DORSEY. I do not want to speculate on what might be involved. Senator, the way we, I say we, the U.S. attorneys get into these matters is usually when there are illicit payoffs.

Senator BURDICK. On the leasing violation and so forth, that is purely a State matter?

Mr. DORSEY. As far as it involves judgment, insofar as it involves following State procedures, yes, sir.

Senator BURDICK. Would you state your full name for the record?

Mr. DORSEY. Peter Dorsey.

Senator BURDICK. Are you any relation to a Dorsey that was a member of the firm of Meskill, Dorsey, Sledzik & Walsh?

Mr. DORSEY. No, sir.

Senator BURDICK. That is all.

Senator HRUSKA. Mr. Chairman, I believe we have in the room Mr. Stewart Smith. Am I correct?

Mr. SMITH. Yes.

Senator HRUSKA. You were formerly administrative assistant to the Governor, Governor Meskill?

Mr. SMITH. Yes.

Senator HRUSKA. Mr. Chairman, I suggest we call Mr. Smith next.

Senator BURDICK. Mr. Smith.

Do you swear that the matter you are about to testify to is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SMITH. I do.

TESTIMONY OF STEWART A. SMITH, FORMER ADMINISTRATIVE ASSISTANT TO GOVERNOR MESKILL

Senator HRUSKA. Would you state your name and address in full, please?

Mr. SMITH. My name is Stewart A. Smith. I live at 118 Mallard Drive, Farmington, Conn. I was formerly administrative assistant to Governor Meskill when he was Governor of Connecticut.

Senator HRUSKA. When were you in the office of Governor Meskill as his administrative assistant?

Mr. SMITH. From January 1971 through June 1 of 1974.

Senator HRUSKA. What were your duties? What was the scope of your activities with the Governor?

Mr. SMITH. My main responsibility was to serve as a liaison between his office and the educational agencies of the State of Connecticut, higher education, State department of education.

Senator HRUSKA. Have you been in the hearing room yesterday and today, this hearing room, and have you heard the testimony given by the several witnesses?

Mr. SMITH. Yes, I have, Senator.

Senator HRUSKA. Do you have any statement that you would like to make with reference to the general substance?

Mr. SMITH. I just have a couple of statements regarding in particular the Phoenix problem that has been brought out as being one of the areas of concern by the committee.

The Phoenix Building and the general community college problem back in 1973 and 1974 was one area that I devoted much time to. During the time—well, when Governor Meskill was first inaugurated, the community college problem, a location for Greater Hartford Community College began almost immediately. They had been in poor facili-

ties for some time. Their accreditation was under scrutiny and they were about to lose it. And during 1973 and 1974, particularly, the effort to find a new home for the community college was stepped up.

In January of 1973, I was contacted by the then-president of Greater Hartford Community College, Dr. Banks, with the information concerning the Travelers being interested in making a gift to the State of Connecticut of the Phoenix Building. It was at that time that I reported to Governor Meskill this information, that the Travelers was interested in doing this. And between January of 1973 and early June of 1973 their decisionmaking process went on between the State of Connecticut and the Travelers people themselves.

When the Travelers, in June of 1973, decided not to give the building to the State of Connecticut, I was in the position of working with the other State agencies involved in trying to find another alternative to house the Greater Hartford Community College.

It was at that time that most of the information regarding the other sites, the other possibilities, was gathered. It was at that time that Governor Meskill met with the board of the regional community colleges and was receiving letters from people, such as Mr. Fagan, Donald McGannon, the chairman of the commission for higher education, and literally tens and perhaps even hundreds of other people concerning various site possibilities, leases, purchases, and so forth, my point being that Travelers was, the Phoenix Building was, just one possibility of many. I myself had walked through, perhaps, six or seven facilities that were under scrutiny at the time as a possible home for Greater Hartford Community College.

The one clarification that I do want to make also is that in the bar association report there seems to be some information concerning what the topic of the meeting was between the Governor and the board of trustees of the regional community colleges on August 20, 1973. While the board of trustees did have the Phoenix Building at the top of their list, it was by all standards a wonderful facility and they could realize that, their message to me, and I happened to be in that meeting, and to Governor Meskill, was not, you know, please get us the Phoenix Building, or please get us building x, y, or z, but rather, we are about to lose our accreditation: please, please help us and please have your other State agencies cut through some of the redtape, that you were talking about before, Senator.

That is normal in situations like this.

It was at that time that the Governor pledged to them that he would do that. It was at that time that the real final search for a home for Greater Hartford Community College began.

The second point that I do want to clarify is about the idea of leasing rather than purchasing. I know that this was mentioned before in why leasing was looked at as being particularly desirable in this instance.

Going back to early 1971, when Governor Meskill took office, it was learned immediately that during 1970 the State of Connecticut had acquired quite a bit of land in Windsor for Greater Hartford Community College and other educational institutions in the Greater Hartford area, public institutions. This land in Windsor is right on the Hartford border. The Windsor line and the city of Hartford line touch.

The report, by the way, the bar association report says that that acquisition of land did not start until 1971 and went on through 1973. That is not accurate. It began with the resolution of the board of trustees of the regional community colleges in 1969 and the largest acquisition took place in April of 1970 during the previous administration, the point being this: We knew that some day in the future, 10 years away, 15 years away, the permanent home of Greater Hartford Community College would be on this very expensive land in Windsor and that what we were really looking for now was an interim facility, not a warehouse like they were presently in, not a 2-year or 4-year facility, but rather something that would bridge the gap between the present crisis over accreditation and the long-term problem of what to do with this Windsor land and what institutions to put up, and I think by now we are talking about at least 100 acres of land.

So that was another reason particularly to be interested in the concept of leasing.

Senator HRUSKA. Are you familiar in general with the procedures that were followed during that time and with the results that were obtained?

Mr. SMITH. I am familiar in general with the procedures that were followed, not with the specifics of them. I know that there was an advertisement for bids and that many people responded to the advertisement, and then through the selection which would ultimately be the best possibility.

Senator HRUSKA. Of course the agency that would be the regents of the community colleges would then transmit their requirements to the Commissioner of Leasing and Construction? Is that the way it works?

Mr. SMITH. The Commissioner of Public Works, correct.

Senator HRUSKA. The department of public works?

Mr. SMITH. Yes.

Senator HRUSKA. The department of public works had its duty, the leasing division, for example, that was referred to already. For example, in the Downes lease, did they take charge of certain of their activities? It goes through that process, does it not?

Mr. SMITH. Yes, sir.

Senator HRUSKA. You say that you did not have specific knowledge of those details?

Mr. SMITH. For example, I knew the dates when the ads appeared in the paper and I made certain that I kept after the people, you know, to keep the program moving because Governor Meskill had asked, or had told the board, that the State would act with haste and keep things moving because of the accreditation problem. But no; I did not readily go over to public works and go through each step of the process with him.

Senator HRUSKA. What is your opinion as to the final result of all those negotiations in the final lease?

Mr. SMITH. Well—

Senator HRUSKA. As to its value, as to its place in the educational system, not only for today but for the future?

Mr. SMITH. I can talk about the educational point of view. I did not analyze it from a financial point of view. From an educational

point of view and from the point of view that I had to look at as liaison with the board and the Commission of Higher Education and with the other educational agencies, it was a good solution to a very bad problem.

Senator HRUSKA. You mentioned a little bit ago that 10 years from now the situation will be different, or very likely will be different. In what way will it be different?

Mr. SMITH. You see this land that is owned in Windsor is for a higher education center concept. In other words, you would put the Greater Hartford Community College out on this land. You would put the branch of the University of Connecticut, which is in Hartford, out on this property, plus the Greater Hartford Area Technical College out there, the idea being that you would use common facilities, common libraries, common cafeteria facilities. But we knew that we could not get to that point fast enough to solve the immediate accreditation problem of Greater Hartford Community College. Hence, we were looking for an interim solution.

Senator HRUSKA. These are all the questions I have, Mr. Chairman.

Senator BURDICK. Mr. Smith, you say that you were confronted with an immediate problem, a short-term problem; that is why this site was chosen, this building was chosen, this lease was considered?

Mr. SMITH. That is not the only reason why, but it is one of the reasons.

Senator BURDICK. You have been testifying that there was an immediate problem about this building. You had to do something about it soon. The lease was five to ten years?

Mr. SMITH. Correct.

Senator BURDICK. You eventually wanted to build on the Windsor site? Is that right?

Mr. SMITH. Yes.

Senator BURDICK. The fact is that somebody in the administration, the Governor, public works, whoever it was, entered into a 25-year lease on the Phoenix building. Would that be consistent with eventually building on the Windsor site and a short-term need?

Mr. SMITH. I believe that there was also the realization that the State was in need of other space, other State agencies, that is, the attorney general's office, the department of children and youth services, and that the work of the Phoenix building will give the State this extra space for the future also.

Senator BURDICK. You could have bought the building for \$4½ million?

Mr. SMITH. That offer never came to my attention.

Senator BURDICK. At least the 25-year lease was entered into on the Phoenix building when there was a dire need for something in the short-term?

Mr. SMITH. The dire need was short-term, yes, sir.

Senator BURDICK. That is all.

Senator HRUSKA. That is all. Thank you.

Senator BURDICK. John Doyle.

Do you swear the testimony you are about to give is the truth, the whole truth, and nothing but the truth, so help you, God?

Mr. DOYLE. I do.

TESTIMONY OF JOHN A. DOYLE, FORMER LEGISLATIVE LIAISON TO GOVERNOR MESKILL

Senator HRUSKA. Would you state your name, please, and address?

Mr. DOYLE. My name is John A. Doyle. I live at 2 Rock Spring Road in Samford, Conn.

Senator HRUSKA. The record indicates that you were administrative assistant to Governor Meskill during his term of office. Is that correct?

Mr. DOYLE. Almost, Senator. I was administrative assistant legislative liaison from January 1971, through September 1973. At that time I assumed a job with another State agency.

Senator HRUSKA. What was the nature of your duties?

Mr. DOYLE. During that period I had responsibility for maintaining liaison with the Governor's Office and the general assembly. I had the overall responsibility of assisting the Governor in the development of legislative programing and getting legislative or maintaining contact with the Legislature on the progression of bills, both of administration bills and other bills; and when legislation passed, getting that legislation to the Governor, seeing it was disposed of in a relatively short time period, 5 days, 15 days, depending on when the general assembly was in or out of session, assisting legislators if I could if they wanted to see the Governor or they wanted to be present at a bill-signing. Those were the general nature of my duties.

Senator HRUSKA. Have you been in the committee room yesterday during these hearings and again today when evidence has been introduced and testimony given?

Mr. DOYLE. Yes; I have.

Senator HRUSKA. Would you describe for us the weekly meetings that were held between the Governor and the representative from your assembly and the senator from the senate concerning the legislative program? Reference was made to that. I presume you were present at those meetings?

Mr. DOYLE. Yes, sir.

Senator HRUSKA. Could you tell us how they were conducted and their general method of operation?

Mr. DOYLE. Yes, sir. The meetings concerned principally the legislative calendar, namely, those bills that had been reported out of committee and were due up for action that week or that day. The meetings increased in frequency as the calendar grew lengthier which was toward the end of the session. At the beginning of a session the committees and subcommittees of the Connecticut General Assembly spent their time on hearings and developing proposals and it is only in the middle of a session and the end of a session when the majority of bills get reported out and get on the floor for significant debate.

The meetings between the Governor and the representative of the Republican senators and the representative of the Republican house members took place, I would guess, on an average of two to three times a week. They were generally early in the morning.

Senator HRUSKA. Who selected the representative of the senators and of the house members?

Mr. DOYLE. I believe they were selected by the Republican leadership.

Senator HRUSKA. As a part of their committee system?

Mr. DOYLE. I'm not sure how it was formalized as a ranking member or a chairman's role would be formalized. Everyone knew that, for instance, Mr. Stevens was the house representative.

Senator HRUSKA. They met two to three times a week, not regularly but when an occasion required?

Mr. DOYLE. Yes, sir. It was fairly regular but we decided generally a day or two before the meeting how far—I would, or I would try to recommend to the Governor how far behind we were on the calendar. On the calendar there were bills of three types, as I recall, one was starred, one was double-starred, and one was not starred at all. A bill had to remain according to Connecticut General Assembly rules on the calendar for 3 days before it was acted on. Consequently, if it were a light calendar, say, at a Tuesday morning meeting, you could go through the whole thing and take next three legislative session days. So the length of the calendar determined the frequency of those meetings.

Senator HRUSKA. The Governor was in office for 4 years?

Mr. DOYLE. Yes, sir.

Senator HRUSKA. Who were the members of that committee during that time, the senator and the representative?

Mr. DOYLE. In 1971 the representative from the Republican side was Senator Gunther. A gentleman that was here yesterday afternoon, Representative Gerald Stevens, was from the House. In 1972 it was Senator Rome, again Representative Stevens. In 1973 it was Representative Stevens and it was Senator Truax. I believe; yes.

Senator HRUSKA. Where did Senator Gunther come in?

Mr. DOYLE. Gunther was the representative senator in 1971, during the 1971 session.

Senator HRUSKA. Stevens succeeded him?

Mr. DOYLE. No, sir. Stevens is a house man. He was the house man all the way through. There was a succession in this order: of Gunther, Rome, and Truax in the 1971, 1972, 1973 sessions.

Senator HRUSKA. Tell us about the change from Gunther to Rome. What happened?

Mr. DOYLE. Sir, I must tell you I am speculating because I did not have a hand in that change. It was made by the Republican leadership, as I pointed out to you. They selected their representative, but I was present.

The way this process worked, as Governor Meskill has mentioned, the liaison is there to offer his counsel and advice on a piece of legislation that we may not be aware of, and similarly to take the Governor's feeling on a piece of legislation back to the caucus.

In 1971 I had to spend, I can tell you personally, a great deal of time in the Republican caucus because Senator Gunther either did not make copious enough notes or for whatever reason did not bring the Governor's message on pieces of legislation back. The Governor's point of view, the administration point of view, was not made clear.

It is my belief that the leadership was aware of this situation and assigned Senator Rome to take it over in 1972. As I say, however, I am speculating. I think that is the reason.

Senator HRUSKA. Was Senator Gunther in the first instance, and then Rome, designated by the Governor or was he the selection of the Senate itself?

Mr. DOYLE. I believe he was the designation of the Republican Senators.

Senator HRUSKA. Do you know what effect that change had on the relationship between Senator Gunther and the Governor?

Mr. DOYLE. I would think the effect was that Senator Gunther began to drift apart from the administration. In 1971, as I recall, Senator Gunther considered himself a strong ally of Governor Meskill. After that point I believe Senator Gunther did not consider himself such a strong ally. Why do I say that? The intensity of his generalized complaints which always existed got greater.

As I recall in 1972, Senator Gunther and Mr. Gaffney, as I recall there was a newspaper article that detailed Senator Gunther and Mr. Gaffney having quite a disagreement outside the Senate chambers one evening. Again, I really tried to recall yesterday just what it was, but I think it was in 1972.

What I am saying is that the relations between Senator Gunther and the administration worsened after the time that he was a legislative liaison. Whether there was a cause and effect relationship is speculative. I think there was.

Senator HRUSKA. There was a description here of Senator Gunther's efforts to get to see the Governor about some matter or another, that turned out to be the Downes lease according to one story, and turned out to be a very indefinite sort of explanation on the other side of the story. Can you tell us what happened as you remember it?

Mr. DOYLE. Yes, sir; I can.

If I can preface my remarks—yesterday, listening to Senator Gunther's testimony, I got the impression sitting here that one might think listening to him that his cause in life was the correction of what he believed to be improper leasing procedures, this was something he championed in the 1960's and carried through the 1970's. It might well be the case. But it is worthwhile pointing out, in my experience with Senator Gunther that he was a chronic complainer. He had a good number of issues. On any given day he would appear to be the white knight on the horse in relation to any one of these issues.

Just this morning I tried to jot down a few as I could remember them. As Governor Meskill mentioned, he was very opposed to the former State health commissioner, Frank LaFoote. He would also make plays on Dr. LaFoote's name to me, in what I viewed as ridicule, and a very strong opinion that the man should not be appointed. He complained regularly, and I think this is very well known to the general assembly, about the fact that there were too many lawyers in the general assembly. No, he did not like that at all.

He complained readily about the PUC. He was an avid booster of a return of the shellfishing industry in Connecticut. In fact, he had a bumper sticker on his car, and the last time I saw him, on his desk, or right nearby his desk, urging people to eat oysters and live longer, and eat clams and love longer. He had no great regard, in my mind, for the House leadership, and often complained about that. A certain part of that, of course, is the natural differences, shall we say, between the House and the Senate.

The point is then, on environmental issues Senator Gunther considered himself a champion. What I am saying is it was not unusual

to find Senator Gunther, if I may use a metaphor, on a soapbox complaining about any or all of these issues, none of them in any great detail. Certainly after 1971, in my mind, anything that concerned Mr. Gaffney or his tenure or abilities as Republican State Chairman generally led the list.

You asked me to recount for you my recollection of May 1972. In May 1972—that was the ending part of the 1972 legislative session—that was the time of year when I was the busiest. It was the time of year when the majority of bills were passed and consequently the majority of bills were starting to come into the office. I had to get them together, review them and get them to the Governor. That was my first primary concern. In that regard I often would go up and visit the leadership offices, Republican leadership offices in the House and Senate, seek their counsel on various pieces of legislation. As a result I would run into Senator Gunther, as he mentioned yesterday, probably close to daily, since he was in the Capitol very often and I was around the leadership offices very often.

Senator, as I told this committee last time, I have no recollection of Senator Gunther giving me the details of a lease or requesting a meeting with Governor Meskill, nor do I recall setting such a meeting up. I want to make it very plain that I think it highly unlikely, highly unlikely that Senator Gunther ever gave me the details of any lease situation. It was that the man's modus operandum was not that of a detail man. He was a man that would flip from issue to issue to issue day by day.

Again, given the fact that he had a plethora of issues and I was very busy, I think it highly unlikely that I would have received any details from him on this matter. I do not dispute that I set up a meeting for the Senator. If he says I did, I probably did. I certainly do not recall any details of it. I was not a party to the meeting.

Senator HRUSKA. When did this occur? Was it in May that he started first asking you in a series of requests to have an audience with the Governor?

Mr. DOYLE. If I said he did ask me, I do not recall his asking me at all. The time frame we are talking about, from what I understood from his testimony yesterday, is May 1972. I do not recall him coming to me and saying, John, I want to meet with the Governor to discuss the Downes lease. I do not remember him requesting a meeting.

I point out to you, I handle requests for meetings with the Governor from legislators two or three times a day in addition to the other duties that I have.

Senator HRUSKA. Do you recall the occasion when he did meet with the Governor on May 23?

Mr. DOYLE. No, sir, I do not. When that point was raised in our discussion of this yesterday, the Senator seemed to indicate, as I recall, please correct me if I am characterizing him unfairly, that I would have briefed the Governor before a meeting such as the one that he had. That is absolutely untrue. What I would have done, assuming I did set up this meeting, I would have gone up to the Governor's appointments secretary and say George Gunther wants to see the Governor, can you squeeze him in for 10 minutes. If I made that request, the Governor's appointments secretary would generally

respond by, oh, gee whiz, his schedule is tight, but maybe we can get him in at 11:10, 11:15, 2:30, or whatever. That would have been the sum and substance of it. I would have gone back and told Senator Gunther, George, you have a meeting with Tom at 11:10, 11:15.

Senator HRUSKA. What can you tell us about any recollection you have, if any, about Senator Gunther's discussing with you or reporting to you the result of his visit with the Governor on any occasion somewhere during May during this time that we are talking about?

Mr. DOYLE. Senator, I have no recollection of any discussion with Senator Gunther on the results of this meeting. I just have no recollection about it.

Senator HRUSKA. I believe it was he who said that he saw you either in the hallway or in the proximity of one of the legislative chambers or elsewhere, and he reminded you from time to time of his desire to see the Governor, and that he had indifferent success until he said something about going public. What can you tell us about that?

Mr. DOYLE. I have no recollection. I am sure Senator Gunther saw me from time to time, indeed quite frequently since 1972, especially May 1972. But I have no recollection whatsoever of Senator Gunther coming to me, either initially, repeatedly, or any other time to see Governor Meskill about the matter of leases. I have no recollection of it.

Senator HRUSKA. So the idea that you may have discussed with him the Downes lease does not ring a bell with you?

I think that is all I have right now.

Senator BURDICK. We have a conflict in evidence.

Apparently you were here yesterday; you heard Senator Gunther state that he spoke to you about the middle of May, and wanted to see the Governor, and he told you in general what he wanted to talk about, the lease, Downes and Gaffney. You say he did not tell you about these things at all?

Mr. DOYLE. No, sir, I did not say that. I said I did not recall his ever having talked to me about it.

Senator BURDICK. Do you recall him saying to you that—when he did not see the Governor at that time—he would go to the press if he did not get a chance to see the Governor?

Mr. DOYLE. No, sir, I certainly do not.

Senator BURDICK. You know he did come back on the 23d and saw the Governor?

Mr. DOYLE. I only know it because in the last couple of months or so it was confirmed that the Governor did have a meeting with Senator Gunther on the 23d. I cannot honestly sit here and tell you, Senator, that I set that meeting up.

Senator BURDICK. You are positive that in the middle of May or at that time when Senator Gunther saw you he did not tell you anything about a lease or any of these individuals?

Mr. DOYLE. I did not say I was positive he did not. I simply have no recollection of it.

Senator BURDICK. Let us see what you said to the legislative committee. Here is the question and here is your answer:

ALTSCHULER. All right. Again, when Gunther . . . and I don't think that we're disputing the fact that Gunther probably talked to you about this. It's a question of what he said.

DOYLE. Yes.

Senator BURDICK. Did you say you probably talked to Mr. Gunther?

Mr. DOYLE. If I did, I certainly was mistaken.

Senator BURDICK. This is your answer.

Mr. DOYLE. Senator, I have not read that report.

Senator BURDICK. I know.

Mr. DOYLE. There are two parts to it. The first part concerns 1972, as I recall the discussion, May 1972, and whether I remember Senator Gunther setting up such a meeting or any other such thing.

Senator BURDICK. You will see that the questions refer to the period that we are talking about as we go along.

[The interview referred to is printed above at page 78.]

The next question and your answer:

ALTSCHULER. Did he make it clear that it was at least in general terms about a lease? Or could he have made a?

DOYLE. Yes, sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably said that . . . and this is bad because I'm hypothesizing and I really don't know . . . but he might have said something like "John, that Gaffney is at it again. He's doing something here with a lease and boy it stinks." And that would have been the sum and soul . . . the substance of what he told me.

Senator BURDICK. And did you say that? Did you testify to that?

Mr. DOYLE. If it says it there, I testified to it.

Senator BURDICK. A few minutes ago you said you did not talk about a lease or anything.

Mr. DOYLE. I said I had no recollection of it.

Senator BURDICK. Do you recollect it now?

Mr. DOYLE. The discussion? Any discussion with Senator Gunther about a lease?

Senator BURDICK. This was on December 16, 1974, last year, that you said this.

Mr. DOYLE. Mr. Chairman, unless I can go over that, I can not respond.

Senator BURDICK. I am asking you, because you testified.

Senator HRUSKA. Would you yield?

Senator BURDICK. I am trying to find the truth in this matter.

Senator HRUSKA. I am just as interested in it as you, but the question may not be put in the same way in the transcript as it is of the witness. I think we ought to note that, for example, Mr. Chairman, in the question: "Did he make it clear that it was at least in general terms about a lease? Or could he have made a?" there is a blank there.

Senator BURDICK. The following answer does talk about a lease. A few minutes ago—

Senator HRUSKA. Wait a minute.

Senator BURDICK. Listen—

Senator HRUSKA. There is an alternative there about could it have been something else. And he said, yes sir.

Senator BURDICK. You have a perfect right to follow me in my examination. I am trying to be orderly in this hearing. You have a perfect right to follow me and say anything you want to say.

Try it again.

Question:

Did he make it clear that it was at least in general terms about a lease? Or could he have made a?

DOYLE. Yes sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably

said that * * * and this is bad because I'm hypothesizing and I really don't know * * * but he might have said something like "John that Gaffney is at it again. He's doing something here with a lease and boy it stinks." And that would have been the sum and soul * * * the substance of what he told me.

Do you deny you said that ?

Mr. DOYLE. I do not deny I said it, Senator. Looking at it, Senator Gunther might well have said it. I have no recollection of it.

I think I said that in this testimony.

Senator BURDICK. A few minutes ago, you said you talked about nothing like this lease or anything.

Mr. DOYLE. I did not say that. I said I had no recollection. I think I said that in my testimony.

Senator BURDICK. Next question :

Alright. Could he have also indicated that the lease had something to do with a relation of Gaffney ?

DOYLE. He might very well have said that Mr. Downes was related * * * was Brian's uncle or whatever it is.

ALTSCHULER. OK.

DOYLE. He might very well have.

Mr. DOYLE. He might have. I have no recollection of it.

If you said might he have said it, I would like to answer he might have. I cannot tell you under oath.

Senator BURDICK. Is your recollection better in December than it is in March ?

Mr. DOYLE. I did not say he said it in December, Senator. He asked me might he have said it. He might have talked about the weather, Senator. I could not say he did not.

Senator BURDICK. You said "What I am disputing is the detail of it." That is what you said ; not that it was not said but the detail of it.

Mr. DOYLE. I do not think Senator Gunther ever gave me the details. I have no recollection of Senator Gunther giving me the details of the leasing arrangement. I did not think it then, I do not think it now.

Senator BURDICK. I am going to ask that the entire interview of December 16, 1974, at which you testified be made a part of the record and I end the cross-examination.

[The material referred to is printed above at page 78.]

Senator HRUSKA. In all fairness, Mr. Doyle, when we read that entire answer, it comports with what you have said. Let me say it again, Mr. Altschuler asked this: "Did he make it clear that it was at least in general terms about a lease? Or could he have made a ?" and then a question mark appears in the transcript. Do you know what was in that question? It reads: "Or could he have made a ?"

That is the point. The transcript is incomplete. That question mark denotes the absence of a word that was said but which the reporter did not get.

Your answer is: "Yes sir. He could have very well." We do not know what it is that he could have very well, if we related it to the first part of that question.

When I read the entire answer that you gave, it comports completely with what you have been testifying to here. You said:

Yes sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably said that * * * and this is bad because I'm hypothesizing and I really don't know * * *

but he might have said something like "John that Gaffney is at it again. He's doing something here with a lease and boy it stinks." And that would have been the sum and soul * * * the substance of what he told me.

You say it might have been. Did you not testify a little bit ago that you did not have any recollection of it?

Mr. DOYLE. That is correct.

Senator HRUSKA. Are you saying anything different in that answer as you read it?

Mr. DOYLE. No sir, I am not.

On page 4, Mr. Altschuler, the man's full name, asked me in the middle of the page: "And are you saying it's not possible or it's not probable that he gave you a detailed listing?" He in that case is Senator Gunther.

I am quoted as saying:

I'm saying it's not probably that he did. And I would say that it would be a relatively low degree of probability if he gave me any details * * * because as I say that just wasn't the way he ever described things to me.

My point was, as I told the committee then, as I told this committee very briefly in January, and as I am telling you now, I have no recollection of discussing it with him, whether he might have, whether he did, whether he did not.

Senator, I am speculating. My speculation is he probably did not.

Senator HRUSKA. Page 4 of the transcript, is that what you have been reading?

Mr. DOYLE. Yes, sir.

Senator HRUSKA. It says:

But what I'm specifically asking you is * * * Do you remember talking to him about the Downes lease and do you remember from that setting * * *

Then there are a few periods.

Your answer is:

Setting up a meeting such as I've read he described in the paper? I don't remember it but as I say . . .

ALTSCHULER. It's possible?

DOYLE. Sure . . . Yes, it is possible."

ALTSCHULER. Okay.

DOYLE. And the scenario . . .

ALTSCHULER. And are you saying it's not possible or it's not probable that he gave you a detailed listing?

DOYLE. I'm saying it's not probable that he did. And I would say that it would be a relatively low degree of probability if he gave me any details . . . Because as I say that just wasn't the way he ever described things to me.

Then he goes on once more:

Let me ask you this. Is it possible or probable that he mentioned specifically the Downes lease? And that when you set the appointment up with the Governor you knew that it was about this particular lease?

The answer is: "That's . . . that's . . . possible."

Is that inconsistent with your answer that you do not recall?

Mr. DOYLE. No, sir. It certainly is not. I probably said that is possible in a very questioning way and putting my hands up, it's possible.

Since I do not recall, I simply cannot say it is impossible.

Senator HRUSKA. Of course not.

I have no further questions.

Mr. DOYLE. May I make one further comment, Senator.

As I say, I have not really read this over, and recalling my talk with Mr. Altschuler, there was not really testimony. There were only three of us in the room. It was not the committee. The leasing committee never interviewed me. I talked to Mr. Altschuler, who is an assistant staff attorney or some such thing with the committee.

The beginning part of the discussion was about May 1972. Then Mr. Altschuler asked me, have you talked to the Governor about this? Have you seen the Governor, or some such thing, in the last few weeks. In that time frame—and I ask you to pay particular attention to this being 1974—December 1974. I said yes, that the Governor had called me in the very questioning way that John, do you remember any such meeting with Senator Gunther as has been detailed in the press? Were you a party to it? I said no sir, I was not. There was some discussion of that. I just point it out for whatever it is worth.

Senator BURDICK. I want to go over that answer just once more, in a more quiet vein. Your answer was to the question:

Did he make it clear that it was at least in general terms about a lease? Or could he have made a?

DOYLE. Yes, sir. He could have very well. And I'm not disputing the fact at all that he might well have. But what I am disputing is the detail of it. He probably said that . . . and this is bad because I'm hypothesizing and I really don't know . . . but he might have said something like "John that Gaffney is at it again."

Another sentence starts:

"He's doing something here with a lease and boy it stinks."

You are still answering:

And that would have been the sum and soul . . . the substance of what he told me.

Mr. DOYLE. I see the quote, and I was hypothesizing, if he even mentioned it, how such a conversation might have run. You must consider that against the pattern of the fact that I had no recollection of any such discussion. It was sure hypothesis on my part. I was being asked questions like is it probable or is it possible. I was not going to lie to Mr. Altschuler and say it was absolutely impossible that George Gunther ever discussed it with me. I cannot remember, Senator.

Senator BURDICK. The last two sentences were not qualified.

Mr. DOYLE. That would have been the sum and substance of it. I do not know how you would view the verb "would." It was certainly meant to be qualified, if it is not plain enough that they were.

Senator BURDICK. Thank you.

I have been asked to make a part of the record a letter to Chairman Eastland, dated February 25, 1975, from Mrs. Evelyn F. Prince; and a letter to Senator Abraham Ribicoff, dated September 26, 1974, from Karen DeCrow, president, National Organization for Women.

[The letters referred to follow:]

SHAW, MISSISSIPPI, February 25, 1975.

DEAR SENATOR EASTLAND: Currently a resident of Bloomfield, Connecticut for eight years, I was born and bred in Shaw, Mississippi, where my family still resides. Since I spent most of my life in Mississippi, visit there often, and still feel close to the Magnolia State, it seems most appropriate to address you with reference to the nomination of Connecticut's Thomas Meskill.

I feel there is much opposition to Meskill's nomination in Connecticut. Toward the end of his term he became increasingly unpopular and today, he is probably

even more unpopular, with Connecticut voters, his actions being often compared with Nixon's.

The state of Connecticut is in a financial mess. Every day newspapers headline the terrible financial deficits and Governor Grasso's messages for austerity. We blame many of our money problems on former Governor Meskill. He boasted surpluses, but where are they? When the books were turned over, it was found that he did not pay many of Connecticut's bills—for example, I understand that he was three or more months behind payment of Connecticut's welfare bills. It seems logical that a man who did not recognize the state's legal obligations while governor would not be capable of sitting as judge of the second highest court of the land!

Furthermore, since so many of Connecticut's voters who know him best and who would be proud to have their state represented, instead are opposed to his nomination, is there any justification for its approval? I don't think so.

Thank you very much for reading this letter. I would appreciate it if you would have copies sent to the other members of your committee and also if you could have this letter included in the record.

Respectfully,

Mrs. EVELYN F. PRINCE.

September 26, 1974.

Senator ABRAHAM RUBICOFF,
U.S. Senate, Russell Building, Washington, D.C.

DEAR SENATOR RUBICOFF: On behalf of the National Organization for Women we wish to urge your active opposition to the nomination of Governor Meskill of Connecticut for a federal judgeship on the U.S. Circuit Court of Appeals. As a civil rights organization of more than 40,000 members dedicated to equality for women and men under the law, we find Thomas J. Meskill to be totally unacceptable.

He has clearly demonstrated his disdain for the civil rights of women. He has also shown that he would not uphold the right to privacy as a constitutional right, which should not be abridged by a state. As governor of Connecticut, after a U.S. District Court declared the Connecticut statute, which he backed, to be an unconstitutional violation of a woman's privacy, he insisted that the Connecticut state legislature pass another bill nearly identical to the unconstitutional state except that it increased the maximum penalties to five years each for the woman, her physician, and for any person encouraging abortion. His obvious disregard for the constitutionality of laws makes him a poor candidate, indeed, for federal judge.

He has consistently elevated the rights of all others above the rights of women. There is reason to believe that as a judge he would build an unsurpassed record of judicial sexism.

Therefore, we would like to go on record in opposition to Meskill's nomination. We would like to testify at any hearing concerning his nomination; we urge the withdrawal of his nomination.

Sincerely,

KAREN DECROW, *President.*

Senator HRUSKA. Mr. Chairman, I understand that there is a Mr. Gerard R. Osgood from Hartford, Conn., here.

I do not know who he is or what he is going to say, but he made a request to appear here and testify. He did talk to a member of the staff. If it meets with the approval of the chairman, he may be called. I trust it will not be too long. I have some commitments.

Senator BURDICK. The staff tells me that the witness will not take more than 5 minutes. I hope he will not. I also have some commitments.

Do you swear that the testimony you are about to give in this matter is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. OSGOOD. I do.

TESTIMONY OF GERARD R. OSGOOD

Senator BURDICK. State your name and address and proceed in the way you wish.

Mr. Osgood. My name is Gerard R. Osgood. I was born and raised in New England, to be more precise, within blocks of the Governor's Mansion. I now live in a deep roaming around the country, registration New Hampshire B-E-I-N-G.

I guess I will begin with the purchase of a \$240,000 aircraft 6 weeks before the ending of the Meskill administration. We are now trying to sell it or have tried to sell it to our new Governor, and we are having troublesome difficulty, that this did not even come up to \$140,000, from what I understand. This I gained from a local Hartford Courant newspaper article. Also the purchase of a fence to contain the Governor's Mansion. There was much difficulty over the question of it. It was acquired for \$1. It cost to put up, from what I understand, between \$30,000 and \$60,000, thus removing the concept, in my opinion, of the Governor being open to the people. Maybe there are reasons for security that this had to be done. I do not have knowledge of that. It is just a question of it.

I also come here to state that I have displayed, within the laws of this country, a display signal in front of the Capitol at Hartford, openly, by inverting the American flag, without doing it any disgrace, to emit distress. My differences in philosophy and my beliefs in who I am have compelled me to do so.

I have at different times tried to gain appointment to this man for conversation concerning issues being a lifetime resident of Hartford. I was denied this.

I guess in closing I would like to say just for the credibility of what I've said the reason why I've come here is the indifference to the things that are beginning to occur here.

I have a statement which I offered and gave to his administration. I asked if I could work within the realm of his control on programs in the interest and for the sole concept of survival. I was denied this.

I will leave a copy with you, and this merely is a reflection of how I felt a year ago philosophically. And I hope the indifference to this occurrence does not hinder the concept that we are pursuing as beings in justice and I trust that you gentlemen will have the ability to take all things into consideration.

I thank you for allowing me to be a part of this concept of freedom in this forum.

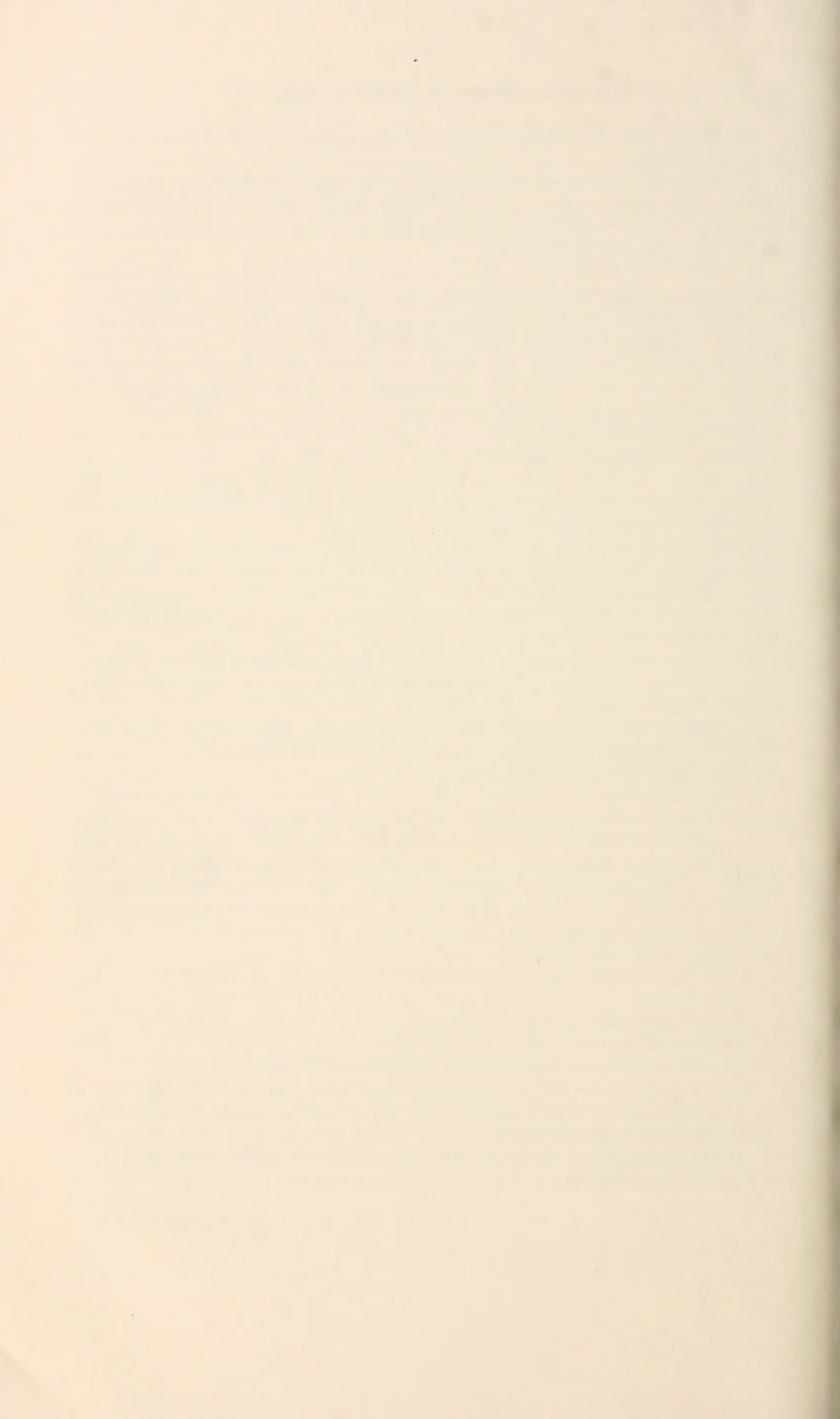
Do you have any questions?

Senator BURDICK. I have no questions.

We will adjourn subject to the call of the Chair.

There may be some further questions submitted in writing. We do not anticipate any further hearings this week at least. Senator Eastland will make the decision.

[Whereupon, at 3:35 p.m., the subcommittee adjourned, subject to the call of the Chair.]



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